



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: September 8, 2020

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Public Hearing for Inglewood Basketball and Entertainment Center Project
Disposition and Development Agreement with Murphy's Bowl LLC

RECOMMENDATION:

It is recommended that the Mayor and Council Members conduct a public hearing to consider the adoption of a resolution approving a Disposition and Development Agreement between Murphy's Bowl LLC and the City regarding development of the Inglewood Basketball and Entertainment Center ("IBEC").

BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority ("City Entities") approved an Amended and Restated Exclusive Negotiating Agreement ("ENA") with Murphy's Bowl LLC ("Developer" or "Project Sponsor") for the proposed development of a premier and state-of-the-art National Basketball Association ("NBA") professional basketball arena and other ancillary uses on properties located within a study area defined in the ENA. As contemplated by the ENA, the parties agreed to negotiate a Disposition and Development Agreement ("Agreement") which would provide for the acquisition by the Developer of certain City-owned property and a process for the potential acquisition of privately-owned property located within the study area.

On July 21, 2020, the City Council conducted a public hearing and took the following actions:

1. Adopted a Resolution Certifying the Project Environmental Impact Report No. EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056, and adoption of a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations.
2. Adopted a Resolution Approving General Plan Amendment No. 2020-003 to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with conforming map and text changes to reflect the plan for the Project.
3. Adopted a Resolution Approving Specific Plan Amendment No. 2020-001 to amend the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
4. Introduced an Ordinance Approving Zone Change No. 2020-001 to apply the Sports and Entertainment (SE) Overlay Zone on the Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.

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5. Introduced an Ordinance Approving Zoning Code Amendment No. 2020-002 to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines (discussed under #7, below), addressing parcel map procedures, and other land use controls.
6. Introduced an Ordinance to Amend Inglewood Municipal Code Chapters 2 (Administration), 3 (Motor Vehicles and Traffic), 5 (Offenses, Miscellaneous), 10 (Public Works), and 11 (Building Regulations) to permit development and operation of the Project, including provisions regarding public art, truck routes, noise regulations, traffic demand management, and disposition of municipal real property.
7. Adopted a Resolution Approving the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines).
8. Introduced an Ordinance Approving a Development Agreement between Murphy's Bowl LLC and the City.

On July 28, 2020, the City Council took the following actions:

1. Adopted an Ordinance Approving Zone Change No. 2020-001 to apply the Sports and Entertainment (SE) Overlay Zone on the Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.
2. Adopted an Ordinance Approving Zoning Code Amendment No. 2020-002 to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage, and lot size, permitted uses, signage, parking and loading, public art, design review process under the Proposed Project SEC Development Guidelines addressing parcel map procedures, and other land use controls.
3. Adopted an Ordinance to Amend Inglewood Municipal Code Chapters 2 (Administration), 3 (Motor Vehicles and Traffic), 5 (Offenses, Miscellaneous), 10 (Public Works), and 11 (Building Regulations) to permit development and operation of the Project, including provisions regarding public art, truck routes, noise regulations, traffic demand management, and disposition of municipal real property.
4. Adopted an Ordinance Approving a Development Agreement between Murphy's Bowl LLC and the City.

DISCUSSION:

The purpose of the Agreement is to provide for the proposed development of an arena on the Arena Site for the use, recreation, and enjoyment of the public, as well as certain ancillary uses on the Project Site (the "Improvements"). The development proposal consists of the sale of the City Parcels to Developer, along with the potential acquisition and sale of the Private Parcels within the Arena Site to Developer. Developer proposes to construct the Improvements, as well as certain on-site and offsite public improvements (the "Public Infrastructure"). The sale and development of the Project Site pursuant to this Agreement, and the fulfillment generally of the Agreement

promotes the use, recreation, and enjoyment of the Project Site by the public, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable Federal, State, and local laws and requirements.

The Project Site is located near the intersection of Prairie Avenue and Century Boulevard, and is approximately 28 acres in size.

Many of the vacant or undeveloped parcels on the project site were acquired and cleared by the City/Successor Agency between the mid-1980s and the early 2000s utilizing grants issued by the Federal Aviation Administration (FAA) as part of the Noise Control/Land Use Compatibility Program for Los Angeles Airport (LAX). These grants were aimed at removing residential land uses which were deemed incompatible with the flight path overhead.

The Project presents a unique economic development opportunity that allows the City to transform vacant and underdeveloped parcels on the Project Site into productive, compatible land use, following decades of prior unsuccessful efforts. Additionally, together with the adjacent SoFi Stadium and other uses, the Project will continue to expand the City's presence as a major sports and entertainment center.

The Agreement sets forth the the terms for disposition and development of certain properties under the control of the City and a process for the potential acquisition of certain private properties not within its control. These terms are summarized as follows:

1. Sale and Purchase of City Parcels

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase the City Parcels. Developer shall pay to the City as the purchase price for the City Parcels of Sixty Six Million Two Hundred Fifty Thousand Dollars (\$66,250,000), subject to adjustment as set forth below in the Agreement.

2. Acquisition of Private Parcels

Prior to the Effective Date, Developer utilized reasonable good faith efforts to acquire the Private Parcels. Despite such efforts, Developer has been unable to acquire all Private Parcels. The City may in its sole and absolute discretion attempt to acquire the remaining Private Parcels and shall comply with all statutory and legal requirements applicable to the City's proposed acquisition of the remaining Private Parcels.

3. Responsibilities for Development of the Project Site

Developer will be solely responsible for developing the Project Site and constructing the Improvements thereon in accordance with the requirements of the Agreement and the Development Agreement, including, but not limited to the development of the Arena Site which, at no cost to the City, shall promote and provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (the "Arena Use") and such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses (with the Arena Use,

collectively, the "Public Use"). The development of the Arena Site is calculated to promote the recreation and enjoyment of the public.

4. Cost of Construction

All costs of developing the Project Site, and constructing the Improvements thereon, as well as the Public Infrastructure, shall be borne by Developer.

5. Responsibilities of the City

The City shall not be responsible for performing any work specified in the Scope of Development. However, City will complete the Restoration Work within the times provided in the Schedule of Performance, at no cost or expense to Developer and decommission and relocate the City-owned and operated potable water well at Developer's sole cost and expense.

6. Development of Hotel Site

The City acknowledges that Developer currently intends to Transfer the Hotel Site to a third-party developer for the development and construction of a hotel and that the Scope of Development and the Schedule of Performance does not address the construction of such hotel. Provided that the Transfer of the Hotel Site is to Bhagat Investments – Century, LLC, or one of its Affiliates, the City's consent shall not be required; provided, however, Developer shall obtain the City's consent for a Transfer to any other Person.

7. Employment and Training Agreement

Developer agrees to comply and/or cause the compliance with the contracting as well as employment and training requirements set forth in the Employment and Training Agreement.

8. Point of Sale

To the extent legally permissible, and subject to applicable law, Developer must designate, and shall use commercially reasonable efforts to cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Project Site in excess of Five Hundred Thousand Dollars (\$500,000), subject to the requirements of the California Board of Equalization during construction.

The Agreement, if approved, would be consistent with the list of actions included in Chapter 2, Section 2.6 of the Draft EIR (see Draft EIR page 2-89). It is one of a number of actions to be taken to implement the IBEC project. The IBEC project that would be implemented in part through the approval of the Agreement is entirely consistent with the project described in the adopted CEQA Findings of Fact and Chapter 2 of the EIR, and evaluated in Chapters 3, 4, and 5 of the Draft EIR, as well as in Chapters 2 and 3 of the Final EIR, and the July 17, 2020 EIR Errata. The Agreement as proposed would make no changes to the significant impacts of the IBEC project and would not change the mitigation measures in the Mitigation Monitoring and Reporting Program (MMRP) that was adopted by the City on July 21, 2020. There have been no changes in the IBEC project or

the circumstances associated with the IBEC project that require major changes to the EIR. Accordingly, pursuant to Public Resources Code section 21166 and CEQA Guidelines sections 15162, no further CEQA review is required.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no fiscal impact.

LEGAL REVIEW VERIFICATION:

Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney.

BUDGET REVIEW VERIFICATION:

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Budget Division.

FINANCE REVIEW VERIFICATION:

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

- Attachment No. 1 – Disposition and Development Agreement
- Attachment No. 2 – Resolution approving the Disposition and Development Agreement

PREPARED BY:

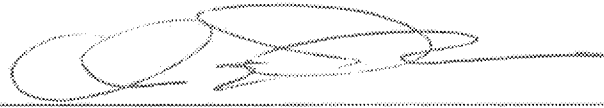
Christopher E. Jackson, Sr., Director, Economic and Community Development Department

COUNCIL PRESENTER:

Christopher E. Jackson, Sr., Director, Economic and Community Development Department

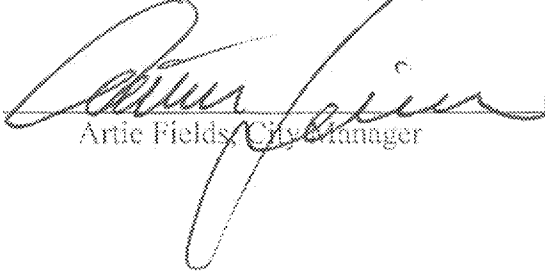
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., ECDD Director

CITY MANAGER APPROVAL:



Artie Fields, City Manager

1 RESOLUTION NO. _____

2 RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF
3 INGLEWOOD APPROVING THE DISPOSITION AND DEVELOPMENT
4 AGREEMENT (AGREEMENT) BETWEEN THE CITY OF INGLEWOOD
5 (CITY) AND MURPHY'S BOWL LLC (DEVELOPER) CONCERNING THE
6 DEVELOPMENT OF THE INGLEWOOD BASKETBALL AND
7 ENTERTAINMENT CENTER COMPRISED OF AN ARENA SITE, WEST
8 PARKING GARAGE SITE, EAST TRANSPORTATION SITE AND HOTEL
9 SITE ON THOSE CERTAIN PARCELS OF REAL PROPERTY
10 CONSISTING OF APPROXIMATELY 27 ACRES LOCATED ON THE
11 SOUTH SIDE OF WEST CENTURY BOULEVARD AND BOUNDED BY
12 YUKON AVENUE TO THE EAST, 103RD STREET TO THE SOUTH, AND
13 FREEMAN AVENUE TO THE WEST.

14
15 WHEREAS, on September 8, 2020 the City Council for the City of Inglewood considered
16 the Disposition and Development Agreement (Agreement) by and between the City of Inglewood
17 (City) and Murphy's Bowl, L.L.C. (Developer) concerning the development of the Inglewood
18 Basketball and Entertainment Center on those certain parcels of real property consisting of
19 approximately 27 acres located on the south side of West Century Boulevard and bounded by Yukon
20 Avenue to the east, 103rd Street to the south, and Freeman Avenue to the west (the "Site")

21 WHEREAS, the Site is comprised of various City-owned parcels (inclusive of certain parcels
22 to be transferred by the Successor Agency to the former Inglewood Redevelopment Agency to the
23 City) and certain privately-owned parcels, which the City, in its sole and absolute discretion, may
24 acquire.

25 WHEREAS, the development of the Site will consist of four parts, the Arena Site, the West
26 Parking Garage Site, the East Transportation Site and the Hotel Site.

1 **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY**
2 **OF INGLEWOOD DOES HEREBY DECLARE AS FOLLOWS:**

- 3 1. The recitals are true and correct and incorporated herein by this reference as if set forth in
4 full.
- 5 2. The City approved the Agreement on September 8, 2020.
- 6 3. The City finds and determines that approval of the Agreement will result in the production
7 of additional property tax and sales tax revenue to the City of Inglewood, certain
8 employment opportunities for the residents of the City of Inglewood, and as such, is in the
9 best interest of the City of Inglewood and the health, safety and welfare of its residents.
- 10 4. The City finds and determines that approval of the Agreement is consistent with the Merged
11 Inglewood Redevelopment Plan.
- 12 5. The City finds and determines that approval of the Agreement by the City is consistent with
13 the list of actions included in Chapter 2, Section 2.6 of the Draft EIR (see Draft EIR page 2-
14 89) and constitutes one of a number of actions to be taken to implement the IBEC project.
15 On July 21, 2020, the City Council certified the EIR and adopted CEQA Findings including
16 a Statement of Overriding Considerations for significant and unavoidable impacts of the
17 Project that would remain significant even with the implementation of all feasible mitigation
18 measures specified in the EIR, and adopted an MMRP for the Project in accordance with
19 CEQA as provided in City Council Resolution No. 20-105 (EIR Certification Resolution).
20 Approval of the Agreement implements in part the IBEC project, is entirely consistent with
21 the project described in the adopted CEQA Findings of Fact and Chapter 2 of the EIR, and
22 evaluated in Chapters 3, 4, and 5 of the Draft EIR, as well as in Chapters 2 and 3 of the Final
23 EIR, and the July 17, 2020 EIR Errata. Moreover, any such approval by the City of the
24 Agreement would not make any changes to the significant impacts of the IBEC project nor
25 change the mitigation measures in the Mitigation Monitoring and Reporting Program
26 (MMRP) that was adopted by the City on July 21, 2020. There have been no changes in the
27 IBEC project or the circumstances associated with the IBEC project that require major

1 changes to the EIR. Accordingly, pursuant to Public Resources Code section 21166 and
2 CEQA Guidelines sections 15162, no further CEQA review is required.

3 **PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the
4 City of Inglewood this 8th day of September 2020.

5
6 By: _____
7 James T. Butts, Jr., Mayor
8 City of Inglewood

9 ATTEST:

10
11
12 By: _____
13 Yvonne Horton, City Clerk
14 City of Inglewood

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF INGLEWOOD,

City,

and

MURPHY'S BOWL LLC,

Developer.

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF INGLEWOOD, a municipal corporation (the "City") and MURPHY'S BOWL LLC, a Delaware limited liability company (the "Developer"). This Agreement is dated as of the date the City executes this Agreement (the "Effective Date"). The City and Developer agree as follows:

RECITALS

A. The City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "Successor Agency"), and the Inglewood Parking Authority, a public body, corporate and politic (the "Authority") are parties to that certain Amended and Restated Exclusive Negotiation Agreement dated as of August 15, 2017 (the "ENA") with respect to the proposed disposition and development of certain real property described in the ENA.

B. The subject matter of this Agreement are those certain real properties referred to in this Agreement collectively as the "Project Site" and generally depicted on the "Depiction of the Project Site" attached hereto as Attachment No. 1. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site", each of which are generally depicted on Attachment No. 1.

C. The City owns certain real properties within the Project Site which are referred to collectively as the "City Parcels" and more particularly identified and legally described in the "City Parcels Legal Description" attached hereto as Attachment No. 2-A. Certain right-of-way areas within the Project Site are also owned by the City and various private property owners (the "Private Owners") which are referred to collectively as the "Right-Of-Way Areas" and more particularly identified and legally described in the "Right-Of-Way Areas Legal Description" attached hereto as Attachment No. 2-B. Certain airspace parcels within the Project Site are owned by the City and Private Owners which are referred to collectively as the "Pedestrian Bridge Airspace" and more particularly identified and legally described in the "Pedestrian Bridge Airspace Legal Description" attached hereto as Attachment No. 2-C. For the purposes of this Agreement, the City Parcels shall include all of the City's right, title and interest in the Right-Of-Way Areas and certain easement rights within the Pedestrian Bridge Airspace.

D. Private Owners own certain real properties within the Arena Site which are referred to collectively as the "Private Parcels" and more particularly identified and legally described in the "Private Parcels Legal Description" attached hereto as Attachment No. 2-D. None of the Private Parcels contain churches or occupied residences.

E. The City has long pursued a sustained and comprehensive plan of economic redevelopment of the City Parcels. Despite such effort, the City Parcels have remained undeveloped. Proximity to nearby airports, especially Los Angeles International Airport, has played a substantial role regarding the lack of development on the Project Site. For nearly four decades, the City has undertaken efforts to eliminate uses of land within the Project Site that are incompatible with aircraft noise, and to convert those uses to economically viable and noise-compatible uses that would yield benefits to the City and its residents. The City has continuously invested in the beautification of and redevelopment along Century Boulevard and desires to continue those efforts by providing access to recreation to its residents in the form of spectator sports, specifically basketball. The Arena Site is calculated to promote the recreation and enjoyment of the public.

F. The Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site are each proposed to be conveyed to Developer. However, it is anticipated that the Hotel Site will be developed by a third party, and the Arena Site, the West Parking Garage Site, and the East Transportation Site will be developed by Developer, subject to and in accordance with the terms and conditions of this Agreement (such development is collectively referred to as the "**Project**"), including as described in the Scope of Development and the Basic Site Plan Drawings.

G. The Arena Site is proposed to be used for an 18,000-fixed-seat arena suitable for National Basketball Association ("**NBA**") games, with capacity to add approximately 500 additional temporary seats for additional sports, entertainment or other events, as well as ancillary and incidental arena uses which is expected to include: (1) up to an approximately 85,000 square-foot team practice and athletic training facility; (2) up to approximately 71,000 square feet of LA Clippers team office space; (3) up to an approximately 25,000 square-foot sports medical clinic for team and potential general public use; (4) an outdoor plaza adjacent to the Arena with circulation and gathering space and landscaping along with an outdoor stage and basketball court (collectively, the "**Plaza**"); (5) up to approximately 63,000 square feet of retail, food and beverage, back of house services, security, storage, bag check, rest rooms, and other uses adjacent to the Plaza; (6) parking facilities with parking spaces for vehicles and bicycles; (7) one or two pedestrian bridges across adjacent rights-of-way; (8) various on-site signage, broadcast, filming, recording, transmission, production, and communications facilities and equipment; and (9) other associated public improvements.

H. The West Parking Garage Site is proposed to be used for a six-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue, including a new publicly accessible access road that would connect West 101st Street and West Century Boulevard on the western property boundary of the West Parking Garage Site.

I. The East Transportation Site is proposed to be used for a three-story structure on the south side of West Century Boulevard, east of the Arena Site. The first level of this structure would serve as a transportation hub, with bus staging for coach/buses, mini buses, and car spaces for Transportation Network Company (TNC) drop-off/pick-up and queuing. The second and third

levels of the structure would provide 365 parking spaces for arena and retail visitors and employees.

J. The Hotel Site is proposed to be used for an up to 150-room limited service hotel and associated parking.

K. The Project seeks no public funding, with Developer incurring all costs of site assembly, development and construction. The Project promotes the City's image and identity as an independent community within the Los Angeles metropolitan area by facilitating the return of an NBA franchise to the City, known as the "City of Champions." The Project promotes the City's image and identity as a premier regional sports and entertainment center at the regional, national, and international level and complements the adjacent new development at Hollywood Park, including its National Football League stadium, creating a world-class sports and entertainment district for the recreational enjoyment of the public. In addition to the significant public benefits included in the Development Agreement (as described below), the Project will materially increase property tax, ticket tax and sales tax revenues to the City, as well as create highly skilled jobs that pay prevailing wages and living wages and will employ a skilled and trained workforce. Therefore, by accomplishing all of these actions, the Project is calculated to promote recreation and enjoyment for the public in the form of spectator sports, specifically basketball.

L. The Project will be designed and constructed to meet the US Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold Certification requirements. The Project will also implement a wide range of mitigation measures intended to reduce or eliminate environmental impacts associated with Project construction and operation, including commitments to a comprehensive Transportation Demand Management program and meeting a net-zero greenhouse gas standard, as reflected in the MMRP.

M. On July 21, 2020, at a duly noticed public hearing, the City Council of the City of Inglewood, as the lead agency for purposes of the California Environmental Quality Act of 1970, as amended from time to time (California Public Resources Code, Section 2100 *et seq.*, hereinafter referred to as "CEQA"), reviewed and considered the Inglewood Basketball and Entertainment Center Environmental Impact Report for the Project (the "FEIR") and the Planning Commission's recommendations related thereto. Thereafter, the City Council certified the FEIR as adequate and complete and made findings in connection therewith pursuant to Resolution No. 20-105. The FEIR required mitigation measures as part of a mitigation monitoring and reporting plan (the "MMRP"), which was adopted by the City Council under Resolution No. 20-105. The FEIR has served as the environmental documentation for the City's consideration and approval of this Agreement and the transactions contemplated by this Agreement.

N. The City and Developer desire to enter into a certain development agreement relating to the Project Site (the "Development Agreement") which establishes certain development rights in the Site for the benefit of Developer and provides for certain vested rights. The Development Agreement also provides for substantial public benefits to the City beyond those it could expect from the Project in the absence of the Development Agreement. Such public

benefits can be found and are more specifically described in Exhibit C to the Development Agreement.

O. The City has adopted certain conforming General Plan and Specific Plan amendments, the Overlay District, and the SEC Development Guidelines, and other documents to implement the Project which, together with approval of other on-site improvements contemplated thereby, and more particularly defined in the Development Agreement ("**Project Approvals**").

P. The City and Developer now wish to enter into this Agreement for the disposition and development of the Project Site, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the City and Developer agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101] Purpose of this Agreement

The purpose of this Agreement is to provide for the proposed development of an arena on the Arena Site for the use, recreation, and enjoyment of the public, as well as certain ancillary uses on the Project Site (the "**Improvements**"). The development proposal consists of the sale of the City Parcels to Developer, along with the potential acquisition and sale of the Private Parcels within the Arena Site (subject to and in accordance with the provisions of Section 202, *et seq.*) to Developer. Developer proposes to construct the Improvements, as well as certain on-site and off-site public improvements (the "**Public Infrastructure**"). The sale and development of the Project Site pursuant to this Agreement, and the fulfillment generally of this Agreement promotes the use, recreation, and enjoyment of the Project Site by the public, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable Federal, State, and local laws and requirements.

B. [§ 102] Project Site

As described in Recital B above, the Project Site is comprised of the Arena Site (which includes the Private Parcels), the West Parking Garage Site, the East Transportation Site and the Hotel Site. The entire Project Site is located within the City of Inglewood. It is expressly understood and agreed by the parties hereto that as of the Effective Date, the City does not hold legal or equitable title to the Private Parcels described on **Attachment No. 2-D**, which are a portion of the Arena Site. Subject to the provisions of Section 202, *et seq.*, the City shall attempt to acquire fee simple absolute title to and all possessory rights, including but not limited to any leasehold or possessory interest or right of acquisition (purchase option), in the Private Parcels by negotiated purchase, or in its sole and absolute discretion, elect to acquire such parcels by exercise of its power of eminent domain, recognizing that all of the Private Parcels are within the Arena Site and none of the Private Parcels contain churches or occupied residences. However, notwithstanding

any provision contained in this Agreement to the contrary, the City shall not have any obligation to acquire any Private Parcels.

C. [§ 103] Parties to this Agreement

1. [§ 104] City

The City is a charter city and municipal corporation, organized and existing pursuant to the Constitution and laws of the State of California.

2. [§ 105] Developer

Developer is MURPHY'S BOWL LLC, a Delaware limited liability company. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

D. [§ 106] Prohibition Against Transfer and Change in Control of Developer

Developer represents and agrees that its acquisition of the Project Site and its other undertakings pursuant to this Agreement are for the purpose of development of the Project Site and not for speculation in land holding.

The qualifications and identities of Developer and its owners are of particular concern to the City. It is because of those unique qualifications and identities that the City will enter into this Agreement with Developer and impose certain restrictions on any Transfer or Change of Control of Developer until the City issues a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively. Accordingly, no voluntary or involuntary successor in interest to Developer shall acquire any rights or powers in the Project Site or under this Agreement except as expressly set forth herein.

Prior to the recordation of a Release of Construction Covenants, Developer shall not Transfer the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site (subject to the provisions of Section 322), or any portion thereof, or any interest therein, or assign all or any part of this Agreement, to a third party (a "Transferee") without the prior written approval of the City, which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the City, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop that portion of the Project Site which is proposed to be Transferred. However, notwithstanding the foregoing, the City's consent shall not be required for any assignment of this Agreement (a) where Developer, or an Affiliate of Developer, is the controlling shareholder, general partner or managing member owning at least a fifty-one percent (51%) share or interest in the proposed Transferee or (b) to any Person who is a successor to LA Clippers LLC, a Delaware limited liability company ("LA Clippers LLC") by merger, consolidation or the purchase of all or substantially all of LA Clippers LLC's assets or equity interests. Notwithstanding anything to the contrary in this Agreement, in the event of the death or incapacity of any individual who directly or indirectly

controls Developer prior to the recordation of the last Release of Construction Covenants pertaining to the Project Site, all times for performance by Developer hereunder, including the times for Developer's performance set forth in the Schedule of Performance, may be extended at the sole discretion of Developer upon written notice to the City for a period of up to two (2) years.

For purposes of this Agreement, (i) "**Transfer**" shall mean any sale, transfer, assignment, conveyance, gift, hypothecation, or the like of the Project Site or Developer or any portion thereof or any interest therein or of this Agreement; notwithstanding the foregoing, from and after the conveyance of the Project Site to Developer, "**Transfer**" shall expressly exclude: (a) grants of leases, licenses or other occupancy rights for buildings or other improvements which will be part of the Project; (b) grants of easements or other similar rights granted in connection with the development or operation of the Project or Project Site; (c) the placement of mortgages or deeds of trust on the Project Site except as specifically and otherwise required by this Agreement; (d) the exercise of any remedies of any lender holding a mortgage or deed of trust on the Project Site; or (e) the removal of a general partner or managing member by the exercise of remedies under any form of operating or partnership agreement, (ii) "**Affiliate**" shall mean, as to any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization (each, a "**Person**"), any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, (iii) "**control**" shall mean, directly or indirectly, and either individually or in concert with any Immediate Family Members, (a) the ownership of more than fifty percent (50%) of the voting securities or other voting interests of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, and (iv) "**Immediate Family Members**" shall mean, and be limited to, with respect to any individual, (a) such natural person's then-current spouse, children, grandchildren and other lineal descendants of such natural person, (b) any trust or estate of which the primary beneficiaries include such natural person and/or one or more of the persons described in the foregoing clause (iv)(a), or (c) any corporation, partnership, limited liability company or other entity that is 100% owned by one or more of the Persons described in the foregoing clauses (iv)(a) and (iv)(b).

If, in violation of this Agreement, Developer (i) Transfers this Agreement or any of the rights herein or (ii) Transfers the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site, any portion thereof or any interest therein, prior to the recordation of the Release of Construction Covenants for such Transferred portion of the Project Site, the City shall be entitled to the Excess Purchase Price resulting from such Transfer. The "**Excess Purchase Price**" shall be the amount that the consideration paid to Developer for such property transferred exceeds (a) the amount of the Purchase Price and/or Acquisition Costs paid by Developer for such property transferred and (b) the cost of the Improvements developed thereon (and any related Public Infrastructure), including applicable carrying charges and all costs related thereto. If Developer is required to pay an Excess Purchase Price to the City and such Excess Purchase Price has not been paid to the City within ten (10) business days following such transfer, the City shall have a lien on the Project Site for the entire amount of the Excess Purchase Price. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed

for the sole purpose of obtaining funds to acquire the Site and/or construct the Improvements and Public Infrastructure as authorized herein.

Except for Transfers duly executed and deemed approved by the City as provided above, Developer covenants and agrees that prior to recordation by the City of the last Release of Construction Covenants pertaining to the Project Site there shall be no Change in Control of Developer by any method or means (except as the result of death or incapacity), without the prior written approval of the City, provided, however, such approval shall be given within five (5) business days if, in the reasonable determination of the City, Developer after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Arena Site, the West Parking Garage Site, the East Transportation Site, or the Hotel Site, as applicable.

Developer shall promptly notify the City of any proposed Change in Control. This Agreement may be terminated by the City as to the affected portion of the Project Site if there is any Change in Control (voluntary or involuntary, except as the result of death or incapacity) of Developer in violation of this Agreement prior to the recordation of the applicable Release of Construction Covenants.

For purposes of this Agreement, "**Change in Control**" shall mean the issuance or Transfer of ownership interests in Developer, when, as a result of such issuance or Transfer, either (i) one or more Persons other than Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals becomes the direct or indirect owner of more than a controlling ownership interest in Developer, or (ii) Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals no longer holds a controlling ownership interest in Developer.

Any permitted or approved Transfer shall relieve Developer from any obligations under this Agreement arising from and after such Transfer, and City shall acknowledge in writing the foregoing release.

Consistent with the provisions of Section 320, the restrictions of this Section 106 shall terminate upon recordation by the City of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

This Agreement shall not be assigned by the City without the prior written consent of Developer. The City shall not voluntarily transfer, lease, license and/or encumber any portion of the Project Site during the term of this Agreement to any Person.

E. [§ 107] City Representations

The City represents, warrants and covenants to Developer as follows:

(i) The City is a municipal corporation operating in accordance with the laws of the State of California and is authorized and qualified to own the City Parcels. Further, the City (x) has complete and full authority to execute this Agreement and agrees to use good faith efforts to convey to Developer good and marketable fee simple title to the City Parcels as and when required under the terms and conditions of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. The City further represents and warrants that the persons signing this Agreement on behalf of the City are duly qualified and appointed representatives of the City and have all requisite power and authority on behalf of the City to cause the City to enter into this Agreement as a valid, binding and enforceable obligation of the City.

(ii) The City has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the City Parcels or any portion thereof.

(iii) Upon the date scheduled for conveyance to Developer in the Schedule of Performance, the City Parcels and any Private Parcels acquired in fee by the City will be free of any leasehold interest, right of possession or right of acquisition or claim of right of possession or right of acquisition of any party other than the City, and all mortgages, encumbrances, liens (whether statutory or otherwise), security interests or other security devices or arrangements of any kind or nature whatsoever. The City will not sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the City Parcels (or the Private Parcels, if and when possession is obtained or acquired in fee by the City, as applicable) after the Effective Date and prior to the date of conveyance to Developer.

(iv) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by the City of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which the City is a party or by which the City or any of its respective properties are bound, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

F. [§ 108] Developer Representations

Developer represents, warrants and covenants to the City as follows:

(i) Developer is a limited liability company, duly organized and in existence in accordance with the laws of the State of Delaware, and is in good standing under the laws of the State of California, and is authorized and qualified to own and develop the Project Site in accordance with this Agreement. Further, Developer (x) has complete and full authority to execute this Agreement and to accept conveyance from the City and develop the Project Site in accordance with the terms and conditions of this Agreement, (y) will

execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. Developer further represents and warrants that the person signing this Agreement on behalf of Developer is a duly qualified and appointed representative of Developer and has all requisite power and authority on behalf of Developer to cause Developer to enter into this Agreement as a valid, binding and enforceable obligation of Developer. Subject to City's obligation to cause the removal of any unpermitted encumbrances as mutually agreed upon by the parties, Developer shall be responsible for performing its own due diligence with respect to the condition of title to the City Parcels.

(ii) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Developer of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which Developer is a party or by which Developer or any of its respective properties are bound.

(iii) Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder.

(iv) To the best of Developer's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other similar proceedings are pending or threatened against Developer, nor are any of such proceedings contemplated by Developer.

G. [§ 109] Special Limited Obligations

Any obligation of the City hereunder shall be a special limited obligation, which is not and shall not be a pledge of or an obligation payable through the City's general fund, and any recovery against the City in connection with this Agreement or the transactions contemplated by this Agreement shall be limited to the City's interest in the City Parcels and the proceeds therefrom. Accordingly, nothing in this Agreement shall require or be deemed to require the City to expend or commit to expend monies from its general fund to satisfy any of the obligations set forth in this Agreement, subject to the City's obligation to expend monies provided by Developer for the specific purposes hereunder and under such other agreements with the City (e.g., the Acquisition Deposit).

H. [§ 110] Attachments Incorporated

All attachments to this Agreement, or agreements entered into by the City and Developer substantially in the form of such attachments, as now existing and as the same may from time-to-time be modified by agreement of the City and Developer, are incorporated herein by this reference.

II. [§ 200] DISPOSITION OF THE PROJECT SITE

A. [§ 201] Sale and Purchase of City Parcels

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase the City Parcels. Developer shall pay to the City as the purchase price for the City Parcels of Sixty Six Million Two Hundred Fifty Thousand Dollars (\$66,250,000), subject to adjustment as set forth below in this Section 201 (the "**Basic Purchase Price**"). The sale of the City Parcels shall be subject to satisfaction of all conditions precedent as set forth in this Agreement and shall take place within the applicable time frame set forth in the "**Schedule of Performance**", attached hereto as **Attachment No. 4**. The City has obtained an independent third party appraisal and peer review assessment of the Basic Purchase Price of the City Parcels that represents the fair market value of the City Parcels, without taking into account the cost of any remediation of Hazardous Materials. The parties acknowledge and agree that the Basic Purchase Price and the Adjusted Purchase Price and, if applicable, the Revised Purchase Price, are subject to the rights and requirements of the FAA and LAWA as set forth in the Grant Agreements, as defined below, and the disposition requirements for the formerly owned Successor Agency properties as provided for in the California Health and Safety Code Section 34170 *et seq.* (the "**Redevelopment Dissolution Law**") (collectively, the "**Agency Review Process**"). As applicable, the Basic Purchase Price, the Adjusted Purchase Price or the Revised Purchase Price shall be the "**Purchase Price**", as referenced herein.

The City has determined that the Basic Purchase Price represents the appraised fair market value of the City Parcels, without taking into account the cost of any remediation of Hazardous Materials. If the Closing Date occurs after August 31, 2021 and on or before August 31, 2022, then the Basic Purchase Price shall be increased to Sixty Eight Million Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$68,237,500) (the "**Adjusted Purchase Price**"). If the Closing Date occurs after August 31, 2022, the City and Developer shall agree upon the appraisal instructions for an updated appraisal, each shall select a suitably qualified independent appraiser, such two appraisers shall select a third suitably qualified independent appraiser, and the Purchase Price shall be the average of the three appraisals submitted by such appraisers (the "**Revised Purchase Price**"), which determination shall be made not less than sixty (60) days prior to the Closing Date. The Revised Purchase Price shall also be subject to the Agency Review Process.

Promptly following the Effective Date, in furtherance of the Agency Review Process, City and Developer shall jointly seek FAA and LAWA approval of the Basic Purchase Price and the Adjusted Purchase Price, as and to the extent such approval is required under any Grant Agreement. If City reasonably determines that FAA or LAWA will not likely approve the Basic Purchase Price or the Adjusted Purchase Price, as applicable, within the time period set forth in Section 510, City shall promptly give notice thereof to Developer and Developer shall have the right to terminate this Agreement pursuant to Section 510.

In addition, promptly following the Effective Date in furtherance of the Agency Review Process, the City shall commence discussions with the taxing entities with respect to the City

Parcels transferred to the City from the Successor Agency pursuant to Redevelopment Dissolution Law and the City of Inglewood Long Range Property Management Plan (September 16, 2015). The Agency Review Process relating to such City Parcels shall also include: (i) a compensation agreement to be entered into with each applicable taxing entity, if required; or (ii) written approval of the Basic Purchase Price or Adjusted Purchase Price, as applicable, including a waiver of the requirement of a compensation agreement (a "**Taxing Entity Acceptance**"). If any taxing entity has not provided its Taxing Entity Acceptance within a reasonable time following the Effective Date, the City shall seek to have the fair market value determined as of the 2011 property tax lien date as determined by an independent appraiser pursuant to California Health and Safety Code Section 34180(f)(2) for the purposes of establishing the payment amounts due to such taxing entity.

The Purchase Price shall be subject to reduction to the extent of any reasonable costs associated with any remediation of Hazardous Materials required for the City Parcels actually paid by Developer, in accordance with the terms and conditions of this Agreement and in compliance with applicable laws, statutes, rules and regulations and such reasonable procedures established by the City (the "**Remediation Cost Adjustment**"). In order to implement the provisions of this paragraph, and without limiting the duties of Developer with respect to Hazardous Materials pursuant to this Agreement, Developer shall promptly following the Effective Date, perform such environmental site assessments to determine whether any remediation of Hazardous Materials required for the City Parcels, as well as an assessment of the cleanup methods, costs and logistics of such remediation (the "**Remediation Plan**"). The Remediation Plan shall be subject to the review and approval of the City Manager. The City and Developer shall include in the escrow instructions provisions for the holdback from the Purchase Price of the estimated Remediation Cost Adjustment (plus a ten percent (10%) contingency), as set forth in the Remediation Plan. Such escrow instructions shall further require that any balance of the holdback amount remaining after completion by Developer of any required Hazardous Materials remediation required by this Agreement for the City Parcels be paid to the City; with Developer being solely responsible for all costs of any remediation of Hazardous Materials for the City Parcels in excess of the Remediation Cost Adjustment and ten percent (10%) contingency.

B. [§ 202] Acquisition of Private Parcels

Prior to the Effective Date, Developer utilized reasonable good faith efforts to acquire the Private Parcels. Despite such efforts, Developer has been unable to acquire all Private Parcels. The City may in its sole and absolute discretion attempt to acquire the remaining Private Parcels and shall comply with all statutory and legal requirements applicable to the City's proposed acquisition of the remaining Private Parcels.

Upon the City's voluntary acquisition of any of the Private Parcels, the City shall promptly close escrow on the applicable Private Parcel(s) and record its title in the property records of the Los Angeles County Recorder's Office and, contingent upon Developer's satisfaction of the conditions precedent contained herein, the applicable Private Parcel(s) shall be conveyed by the City to Developer by Grant Deed, in the form attached to this Agreement as **Attachment No. 7-B**, which form includes certain provisions required by California Code of Civil Procedure Section

1245.245. The conveyance of the applicable Private Parcel(s) shall take place at the same time and in the same manner as the City Parcels as set forth in this Agreement.

1. [§ 203] Election to Acquire by Eminent Domain

If the City's good faith negotiations are unsuccessful as to any of the Private Parcels, the City may in its sole and absolute discretion, schedule, notice and hold a public hearing at which the City may consider the adoption of one or more resolutions of necessity (a "**Resolution of Necessity**") authorizing the acquisition by eminent domain of any of the Private Parcels not voluntarily acquired (the "**Nonvoluntary Parcels**"). Following such public hearing, the City will determine in its sole and absolute discretion whether or not to adopt Resolutions of Necessity and to proceed with eminent domain to acquire the Nonvoluntary Parcels. Developer expressly acknowledges, understands and agrees that the City undertakes no obligation to adopt any Resolution of Necessity, and the City makes no commitment to Developer regarding any findings and determinations the City may need to make in connection therewith. If the City does not acquire all of the remaining Private Parcels by negotiated purchase and does not adopt, in its sole and absolute discretion, Resolutions of Necessity for all of the remaining Private Parcels within four (4) months following the Effective Date, neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510.

2. [§ 204] Acquisition by Eminent Domain

If the City approves one or more Resolutions of Necessity and elects to exercise its power of eminent domain to acquire any Private Parcels, any such eminent domain proceedings shall be promptly filed following the approval of a Resolution of Necessity, and the City shall diligently exercise reasonable efforts to prosecute any such eminent domain proceedings(s) to completion and obtain fee simple absolute title to the subject Private Parcels.

If the City exercises its power of eminent domain it shall: (i) exercise reasonable efforts to apply for and obtain, at the earliest practicable time, a judicial order or orders authorizing the City to take prejudgment possession of the Private Parcels (the "**Order(s) of Prejudgment Possession**") prior to entry of Final Judgments in Condemnation (the "**Final Judgment(s)**") and Final Order(s) of Condemnation (the "**Final Order(s)**"); and (ii) comply with all applicable provisions of the California Relocation Assistance Law (California Government Code Section 7260 et seq.), all State and local regulations implementing such law, and all other applicable relocation laws and regulations (collectively "**Relocation Laws**"). Any and all eligible expenses incurred in accordance with California Government Code Section 7262, relating to the displacement and/or relocation of any "displaced persons" (as defined in California Government Code Section 7260(c)(1)) from the Private Parcels, and any reasonable costs incurred by the City in retaining a relocation consultant, shall be paid by Developer.

Upon obtaining any Orders of Prejudgment Possession, the City shall, upon the written request of Developer, process and sign any required final parcel and subdivision maps, lot line

adjustments, and/or mergers, in its capacity as deemed record title owner of the Private Parcel pursuant to California Government Code Section 66465.

If the City obtains possession of a Private Parcel pursuant to an Order for Prejudgment Possession, the City, subject to all conditions of closing, agrees to grant to Developer, and Developer shall accept, possession of such Private Parcel under the Orders of Prejudgment Possession ("**Prejudgment Possession**") on the Closing Date pursuant to a Grant Deed substantially in the form attached hereto as **Attachment No. 7-B-1**, which may be modified as required by the court or upon the mutual agreement of the City and Developer as may be reasonably necessary to comply with the Orders of Prejudgment Possession. The City shall also diligently proceed with such eminent domain proceedings to obtain the applicable Final Judgment(s) and Final Order(s). Upon obtaining and recording the Final Order(s), the City shall transfer to Developer, and Developer shall accept, fee simple absolute title to the subject Private Parcel(s) pursuant to a Grant Deed substantially in the form attached hereto as **Attachment No. 7-B-2**. The City and Developer acknowledge and agree that such Grant Deed for the Private Parcel(s) shall include provisions restricting the applicable Private Parcel to the public use specified in the Resolution of Necessity and as required pursuant to California Code of Civil Procedure Section 1245.245. If the City, despite such diligent efforts, is unable to obtain a Final Order for any of the Private Parcels for which an Order of Prejudgment Possession has been issued, Developer shall nonetheless be responsible for the Acquisition Costs related to such Private Parcel(s) and Developer shall waive any claims against the City arising from the City's inability to obtain a Final Order for such Private Parcel(s).

3. [§ 205] Payment of Acquisition Costs

Developer shall pay to the City all reasonable direct and indirect costs and expenses incurred by the City in connection with the potential acquisition of the Private Parcels, conveyance to Developer, and any and all relocation costs attributable to such acquisitions (collectively, the "**Acquisition Costs**"). The Acquisition Costs shall include, without limitation:

- (a) appraisal fees, litigation guarantees, right-of-way and consultant fees, title reports and any costs related to any environmental assessment activity including any reports and property access costs;
- (b) preparation of documents for public hearing on Resolutions of Necessity, including without limitation, attorneys' fees and cost of publishing notice;
- (c) the deposit of probable compensation to the extent necessary;
- (d) the total amount paid to owners and occupants of the Private Parcels, including the price paid to acquire any and all interests in the Private Parcels including without limitation amounts paid, if any, for the fee interest in the land and improvements, leaseholds, tenant improvements, furnishings, fixtures and equipment, leasehold bonus value, precondemnation damages, and loss of business goodwill;

(e) relocation assistance and benefits to any displaced person as required by Relocation Laws, and the City's payments to its relocation consultant;

(f) court costs and fees required to prosecute eminent domain proceedings, if any, including any cross-complaints or separate actions filed in response to the eminent domain proceedings, and any monies paid in settlement thereof or pursuant to a judgment in such proceedings;

(g) costs of litigation and trial incurred in prosecuting such eminent domain proceedings, including without limitation, preparation of pleadings, administrative record and any other required documentation, appraisers' fees, expert witness fees, court costs and attorneys' fees; and

(h) escrow fees, recording fees, title insurance fees, and all other costs incurred in connection with the acquisition of the Private Parcels by the City and conveyance to Developer.

4. [§ 206] Acquisition Deposit and Payments

Within ten (10) days after the Effective Date, Developer shall deposit with the City the sum of Two Hundred Fifty Thousand Dollars (\$250,000) ("**Acquisition Deposit**") which the City shall be authorized to draw upon to pay Acquisition Costs. If at any time the Acquisition Deposit is insufficient to cover reasonably anticipated future expenses, the City shall notify Developer in writing, and Developer shall deposit the necessary additional funds within ten (10) business days.

The City shall hold the Acquisition Deposit in a separate interest-bearing account. Any unused portion of the Acquisition Deposit shall be promptly refunded to Developer following conveyance of fee title of the Private Parcels to Developer. The City shall prepare and maintain an accounting of the Acquisition Costs incurred and anticipated in connection with acquisition of the Private Parcels and shall provide such information to Developer no less frequently than quarterly, and such accounting and estimate shall be provided together with each request the City makes for additional funds; provided however, such City request for funding shall not be made more frequently than monthly. Developer and/or Developer's consultants (identified in writing) shall be entitled to audit the City's books and records relating to the Acquisition Costs during normal business hours and following at least five (5) business days' prior written notice. The City shall reasonably cooperate with Developer to the extent required in connection with such audit, including, without limitation, providing copies of all invoices and other back-up information within its possession.

The City expressly reserves the right to suspend or abandon any condemnation proceeding if Developer fails to timely make a required deposit of funds in accordance with this Agreement within ten (10) business days after receipt of a notice from the City of such failure. In such event, Developer shall pay any and all damages, claims or sanctions resulting from the City's suspension of such proceedings, including without limitation attorneys' fees, litigation expenses and damages

which may be awarded in favor of a condemnee or payable to a condemnee pursuant to a court-approved settlement.

5. [§ 207] Consultation

The City shall keep Developer apprised of all negotiations with Private Owners and occupants of the Private Parcels. The City shall promptly provide Developer with any proposed settlement offers. The City agrees to consult with Developer with respect to fee budgets or any other commitment for costs for which Developer will be responsible as Acquisition Costs.

6. [§ 208] Termination of the Proceeding

Once an eminent domain proceeding is filed, the City shall not formally abandon the proceeding without Developer's consent. At any time, Developer may request in writing that the City formally abandon any filed eminent domain proceeding. If Developer makes such a written request, Developer shall remain responsible for all Acquisition Costs arising from such request up to the date of City's receipt of such written request and the formal filing and service of a notice of abandonment on the applicable party(ies) by the City, including, without limitation, any award of the condemnee's litigation expenses (the "**Termination Costs**"). Upon receipt of Developer's request to abandon, the City shall promptly file with the court and serve on the applicable parties the requisite notice of abandonment and any remaining amount of the Acquisition Deposit after the City has paid all such Termination Costs will be promptly refunded to Developer. In the City's sole discretion, the City may continue to prosecute the proceeding after receipt of Developer's request to abandon. If the City provides written notice of its election to continue prosecution of any eminent domain proceeding for which the City has received a written request to abandon from Developer, Developer shall not be responsible for any Acquisition Costs incurred after the City's receipt of such Developer request to abandon.

7. [§ 209] Contact with Private Owners

Developer agrees that after the Effective Date, Developer shall not directly or indirectly contact any Private Owner of a Private Parcel, with the exception of any Private Parcel owner that the Developer has informed the City that it has entered into a written agreement to acquire a Private Parcel prior to the Effective Date. If any Private Owner of a Private Parcel contacts Developer, Developer shall promptly direct such Private Owner(s) to contact the City.

8. [§ 210] Escrow

The City and Developer agree to open an escrow account with Fidelity National Title Company (the "**Escrow Agent**") within the times provided in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow account for the conveyance. The City and Developer shall provide such additional escrow instructions consistent with this Agreement as shall be necessary for such conveyance. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its

acceptance thereof in writing delivered to the City and to Developer within five (5) days after opening of such escrow account, the Escrow Agent shall carry out its duties as Escrow Agent hereunder for such conveyance.

Upon delivery of the Grant Deeds for the Arena Site, and the Grant Deeds for each of the West Parking Garage Site, the East Transportation Site and the Hotel Site (collectively, the "Ancillary Development Sites") to the Escrow Agent by the City pursuant to Section 217 of this Agreement, the Escrow Agent shall record each Grant Deed in accordance with these escrow instructions for each such conveyance, provided that title to the entire Project Site (other than those Private Parcels for which only possession has been conveyed pursuant to an order for Prejudgment Possession) can be vested in Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall also disclose and provide Developer with all pertinent documentary transfer tax information and costs prior to the close of escrow for each such conveyance. Any insurance policies governing the Project Site are not to be transferred.

Developer shall deposit into the escrow with the Escrow Agent before the Closing Date all fees, charges and costs necessary for the acquisition and conveyance of the Arena Site and the Ancillary Development Sites to Developer that are chargeable to Developer hereunder, promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs for the escrow account. Such fees, charges and costs shall include, without limitation:

- (1) One half of the escrow fee;
- (2) All premiums for title insurance required by Developer in excess of a California Land Title Association ("CLTA") title insurance policy; and
- (3) All notary fees required of Developer.

Developer shall also deposit the Purchase Price and any portion of the Acquisition Costs not previously paid with the Escrow Agent at the same time in accordance with the provisions of Section 218 of this Agreement.

With the exception of payment by the City of (i) one half of the escrow fee, (ii) the costs attributed to the CLTA title insurance policy for the conveyance, (iii) notary fees required of the City, and (iv) any State, County or City documentary or transfer tax, unless otherwise set forth herein, the City shall not be required to pay any costs, fees or charges in connection with the conveyance of the Arena Site and the Ancillary Development Sites and in no event shall the City's costs exceed the net amount of the Purchase Price actually received by the City after repayment of all applicable obligations to the FAA and LAWA, and any applicable taxing entities with regard to those City Parcels formerly owned by the Successor Agency. Unless otherwise specified in this Agreement, each party shall be responsible for the payment of its own legal fees.

The City shall timely and properly execute, acknowledge and deliver the Grant Deeds conveying to Developer title and/or possession (as applicable) to each of the parcels comprising the Arena Site and title and possession to the Ancillary Development Sites in accordance with the

requirements of Section 213, as well as title to the Right-Of-Way Areas and easements for the Pedestrian Bridge Airspace, together with an estoppel certificate with regard to Developer and the obligations under this Agreement certifying: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if this Agreement has been amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information, (iii) that the City is not aware of any default by Developer hereunder, or the occurrence of an event that with notice or the passage of time or both would be default by Developer hereunder if not cured (or if there is a default, a description of the nature of such default), and (iv) such other reasonable matters as may be requested. In addition, the City agrees to, from time to time, execute and deliver to any lender or prospective lender of Developer, or other applicable third-party, within ten (10) business days after a written request is made, such an estoppel certificate.

Upon the closing of escrow, the Escrow Agent is authorized to:

- (1) Pay, and charge Developer for any fees, charges and costs payable under this Section 210. Before such payments are made, the Escrow Agent shall notify the City and Developer of the fees, charges and costs necessary to clear title ensure any applicable possessory interests acquired pursuant to an order for Prejudgment Possession and close escrow.
- (2) Disburse funds and deliver each Grant Deed and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by the City and Developer. The Purchase Price shall not be disbursed by the Escrow Agent unless and until it has recorded a Grant Deed for each of the Arena Site and the Ancillary Development Parcels and has delivered to Developer a title insurance policy insuring title and/or possession (as applicable) conforming to the requirements of Section 219 of this Agreement.
- (3) Record any instruments delivered through this escrow if necessary or proper to vest title and/or possession (as applicable) in Developer in accordance with the terms and provisions of this Agreement and the FAA Restrictions.

All funds received in escrow shall be deposited by the Escrow Agent in a separate interest-earning escrow account with any state or national bank doing business in the State of California and reasonably approved by Developer and the City. Any interest earned on the funds shall be payable or credited to Developer with all interest adjustments made on the basis of a thirty (30) day month. Any payment of interest to Developer shall be made by check by the Escrow Agent. Developer shall also be fully responsible for any and all costs required to establish and/or maintain the separate interest-earning account.

If escrow is not in a position to close on or before the Closing Date, any party who then shall have fully performed the acts required to be performed before the conveyance of title and/or possession (as applicable) to the Project Site to Developer may, in writing, demand the return of its money, papers, or documents from the Escrow Agent. No demand for return shall be recognized

until five (5) days after the Escrow Agent (or the party making such demand) shall have mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within such five (5) day period, in which event the Escrow Agent is authorized to hold all money, papers, and documents with respect to the Project Site until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

If objections are raised as above provided for, the Escrow Agent shall not be obligated to return any such money, papers, or documents except upon the written instructions of the City and Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within such five (5) day period the Escrow Agent shall immediately return the demanded money, papers, or documents.

Any amendment to the escrow instructions shall be in writing and signed by the City and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands, and communications between the City and Developer.

C. [§ 211] Conveyance of Title and Delivery of Possession

Conveyance to Developer of title to the Arena Site and the Ancillary Development Sites in accordance with the provisions of this Agreement shall be completed on or prior to the date specified in the Schedule of Performance (the "**Closing Date**") or such later date not later than twelve (12) months thereafter, as requested in writing by the Developer and communicated in writing to the Escrow Agent.

Except as otherwise provided herein, title and/or possession (as applicable) of the Arena Site and title to the Ancillary Development Sites shall be delivered to Developer by the City concurrently with each such conveyance. Developer shall accept title and/or possession (as applicable) to the Arena Site, and title and possession to the Ancillary Development Sites on the Closing Date, subject to satisfaction of the conditions of closing set forth in this Agreement.

D. [§ 212] Forms of Deed

The City shall convey to Developer title and/or possession (as applicable) to the Project Site in the condition required in this Agreement by those certain "**Grant Deeds**" substantially in the form attached hereto as **Attachment No. 7-A** as to the City Parcels within the Arena Site, and substantially in the form attached hereto as **Attachment No. 7-B-1 (Possessory Interest)** and **7-B-2 (Fee Title Interest)** as to the Private Parcels within the Arena Site (as may be modified as provided in Section 204), and substantially in the form attached hereto as **Attachment No. 7-C** as to each of the other Ancillary Development Sites. Within the time frame set forth in the Schedule

of Performance, Developer shall submit to the City for review and approval-consideration an application for a Lot Line Adjustment and Lot Merger to create the Hotel Site, as legally described in **Attachment No. 2-E**, as a separate legal parcel. As a condition to closing, the City shall have processed the application and returned it to Developer for recordation, which shall, upon recordation, establish the Hotel Site as a separate legal parcel.

E. [§ 213] Condition of Title for Project Site

The City shall convey to Developer fee simple title and/or exclusive possession (as applicable) to the Arena Site, and fee title and exclusive possession to the Ancillary Development Sites free and clear of all rights of possession (including billboard leases or agreements), liens, bonds, encumbrances, assessments, easements, leases and taxes, and any rights of acquisition by any party; provided, however, such conveyance shall be subject to the covenants included in each Grant Deed, and the FAA Restrictions (as applicable). However, no such covenants, conditions, restrictions or equitable servitudes shall prohibit or limit the development of the Project Site as permitted by the Scope of Development and this Agreement.

F. [§ 214] Acquisition Funding of City Parcels and Related Restrictions

Certain City Parcels were acquired by the City, Successor Agency or the former Inglewood Redevelopment Agency (the "Agency") partially with grant funds from the U.S. Federal Aviation Administration ("FAA"), Los Angeles World Airports ("LAWA") and certain tax increment funding from the Agency. The City shall be solely responsible for compliance with and satisfaction of the terms and conditions of any grant and/or funding agreements with FAA and LAWA (collectively, the "Grant Agreements"), including, without limitation, repayment to FAA and LAWA as may be required under the Grant Agreements and confirming the termination of all ongoing obligations under the Grant Agreements. The City and Developer shall, promptly following the Effective Date, draft, negotiate and finalize the form of the restrictive covenants related to compatible uses required under such grant agreements with FAA and LAWA (the "FAA Restrictions") within the time frame set forth in the Schedule of Performance. The FAA Restrictions shall be recorded against, and encumber, the applicable City Parcels at closing.

The City shall be solely responsible for compliance with and satisfaction of the terms and conditions applicable to the disposition of the City Parcels previously owned by the Successor Agency and/or Agency. Such responsibility shall include, without limitation, any payment obligation to the applicable taxing entities pursuant to the Redevelopment Dissolution Law.

G. [§ 215] Right-Of-Way Areas Vacation

In order to accommodate the development of the Arena Site and the West Parking Garage Site, the City will determine in its sole and absolute discretion whether or not to vacate and abandon the Right-Of-Way Areas more particularly identified and legally described in **Attachment 2-B**. The City shall reasonably cooperate with Developer to the extent required in connection with the relocation of any in-place utilities at no cost to the City.

H. [§ 216] Pedestrian Bridges

Subject to the City obtaining necessary property rights on the east side of Prairie Avenue as provided in Section 202, *et seq.*, the Project will include a pedestrian bridge (as described in Basic Site Plan Drawings attached hereto as **Attachment No. 6**), connecting the Arena Site to the West Parking Garage Site (the "**Prairie Avenue Bridge**") to be located within the Pedestrian Bridge Airspace (South Prairie Avenue) more particularly identified and legally described in **Attachment No. 2-C**. The Project may also, at the option of Developer, and subject to obtaining necessary third party property rights on the north side of West Century Boulevard, include a pedestrian bridge (as described in the Basic Site Plan Drawings attached hereto as **Attachment No. 6**) crossing above West Century Boulevard (the "**Century Boulevard Bridge**"), which would provide pedestrian access between the Arena Site and the Hollywood Park property and which would be located within the Pedestrian Bridge Airspace (West Century Boulevard) more particularly identified and legally described in **Attachment No. 2-C**. In order to provide for the development of the Prairie Avenue Bridge, the City will, on the Closing Date and subject to satisfaction of all conditions precedent to the closing as set forth in this Agreement, including the City obtaining necessary property rights on the east side of Prairie Avenue as provided in Section 202, *et seq.*, grant to Developer an exclusive easement within the Pedestrian Bridge Airspace (South Prairie Avenue) more particularly identified and legally described in **Attachment No. 2-C** for the construction, operation, repair and maintenance, including replacement of the Prairie Avenue Bridge, which shall be under the exclusive control of Developer (the "**Prairie Avenue Bridge Easement**"). If the Developer elects to develop the Century Boulevard Bridge and demonstrates to the reasonable satisfaction of City that it has obtained necessary third party property rights and authorizations on the north side of West Century Boulevard, the City will also, on the Closing Date and subject to satisfaction of all conditions precedent to the closing as set forth in this Agreement, grant to Developer an exclusive easement within the Pedestrian Bridge Airspace (West Century Boulevard) more particularly identified and legally described in **Attachment No. 2-C** for the construction, operation, repair and maintenance, including replacement of the Century Boulevard Bridge, which shall also be under the exclusive control of Developer (the "**Century Boulevard Bridge Easement**"). Any grant of the Prairie Avenue Bridge Easement or Century Boulevard Bridge Easement shall be subject to reasonable rules and regulations established by City to protect the vehicles passing beneath the pedestrian bridges.

I. [§ 217] Time For and Place For Delivery of the Grant Deeds

The City shall use its good faith efforts to deposit each of the Grant Deeds with the Escrow Agent on or before the date set forth in the Schedule of Performance.

J. [§ 218] Payment of the Purchase Price and Recordation of the Grant Deeds

Developer shall promptly deposit the Purchase Price (and any portion of the Acquisition Costs not previously paid) with the Escrow Agent upon or prior to the scheduled Closing Date, provided that the Escrow Agent shall have notified Developer in writing that each Grant Deed for the conveyance, properly executed and acknowledged by the City has been delivered to the Escrow Agent and that title to and/or possession (as applicable) of the Arena Site and title and possession

to the Ancillary Development Sites are each in condition to be conveyed to Developer in conformity with the provisions of this Agreement. The Escrow Agent shall deliver the Purchase Price (and any portion of the Acquisition Costs not previously paid) to the City immediately following the delivery to Developer of the Title Policy in conformity with this Agreement and the recording of all of the Grant Deeds in the property records of the Los Angeles County Recorder's Office.

K. [§ 219] Title Insurance

Concurrently with recordation of the Grant Deeds, Fidelity National Title ("**Title Company**") shall provide and deliver to Developer a CLTA coverage owner's title insurance policy or policies issued by Title Company insuring that the title to and/or possession of (as applicable) each parcel comprising the Arena Site and title to and possession of the Ancillary Development Sites are vested in Developer in the condition required by this Agreement, along with any special endorsements which Developer reasonably requests. If requested by the Title Company, the City shall deliver to the Title Company an owner's affidavit in commercially reasonable form. At the sole election and cost of Developer, Developer may obtain an ALTA survey of each of the Arena Site and the Ancillary Development Sites and cause the Title Company to issue a ALTA owner's title insurance policy or policies. The title insurance policy shall be in the amount of the combination of the Purchase Price and the Acquisition Costs (collectively the "**Total Site Cost**") or in such greater amount as Developer may specify as hereinafter provided.

Concurrently with the issuance of the title policy or policies for the Project Site (the "**Title Policy**"), the Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated construction costs of the Improvements to be constructed thereon and any lender's interest therein.

Developer shall pay for all premiums attributable to any extended coverage or special endorsements which it requests above and beyond a CLTA title insurance policy.

L. [§ 220] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing prior to the conveyance of title and/or possession of the Project Site shall be borne by the City. Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing after conveyance of title and/or possession of the Project Site shall be borne by Developer.

M. [§ 221] Occupants of the Project Site

The City agrees that title to and/or possession of (as applicable) each of the Arena Site and title to and possession of the Ancillary Development Sites shall be conveyed free of any possession, right of possession or right of acquisition of any third party.

N. [§ 222] Zoning of the Project Site

Subject to the provisions of, and as described in, the Development Agreement and the Scope of Development, prior to the Closing Date, Developer shall take such actions as are necessary to procure or to obtain those future approvals and actions of the City that may be approved after the Effective Date, including discretionary and ministerial actions by the City (as defined in the Development Agreement, the "**Subsequent Approvals**"), which may include but are not limited to, demolition permits, determinations of consistency with the SEC Development Guidelines adopted as part of the Project Approvals, grading permits, building permits, final parcel and subdivision maps, lot line adjustments, and mergers. The City shall provide all proper and reasonable assistance and cooperation to Developer in connection therewith, and shall use its good faith and best efforts in cooperating with and facilitating Developer's efforts to obtain all of the necessary Subsequent Approvals and/or any other permits required for the development of the Project Site, in accordance with, and as described in, the Development Agreement and the SEC Development Guidelines.

O. [§ 223] Physical Condition of the Project Site

Within the times provided in the Schedule of Performance, the City shall perform the following preparatory work to the Project Site: (i) remove all construction materials, rubbish and debris and restore the Project Site to a clean and clear condition, ready for Developer's construction activities, and (ii) remove any and all improvements, fixtures, equipment and materials installed or deposited on the Project Site from and after the Effective Date, including the remediation of any Hazardous Materials deposited on the Project Site after the Effective Date, unless Developer is otherwise entitled to a Remediation Cost Adjustment to the Purchase Price related to such remediation (collectively, the "**Restoration Work**"), all at no cost or expense to Developer.

Subject to the completion of the City's obligations as to the Restoration Work, the Project Site shall be conveyed in an "as is" physical condition, with no warranty, express or implied by the City as to the condition of the soil, water, or presence of Hazardous Materials (as defined herein), the Project Site's geology, or the presence of known or unknown faults. In this regard, the City, at the written request of Developer, shall make available to Developer all documents within the City's possession or control pertinent to the physical condition of the Site, including any reports related to the presence of Hazardous Materials on the Project Site, within fifteen (15) business days of the request. It shall be the sole responsibility of Developer, at Developer's sole cost and expense, to investigate and determine the soil and water conditions of the Project Site and the suitability of the Project Site for the construction of the Improvements by Developer, and to pay for the demolition and clearance of improvements on, in or under the Project Site as necessary for the development of the Project Site.

Developer shall be solely responsible for all necessary testing of the Project Site for Hazardous Materials pursuant to all applicable laws, statutes, rules and regulations. Upon the acquisition of the Arena Site and the Ancillary Development Sites, Developer shall also be responsible for making the Project Site usable for the proposed development as a result of any conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act,

and similar matters, and, subject only to the Remediation Cost Adjustment, subsequent to Developer's acquisition of the Project Site, Developer shall be responsible for any costs associated with any required remediation of Hazardous Materials which is necessary for the Project Site and for performing all work required in connection therewith. For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum products, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Project Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections

6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to The California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code. Any studies and reports generated by Developer's testing for Hazardous Materials shall be made available to the City upon the City's request.

P. [§ 224] Relationship of the City and Developer

Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co-ownership by or between the City and Developer.

O. [§ 225] Preliminary Work by Developer

Prior to the conveyance of title to the Arena Site and the Ancillary Development Sites representatives of Developer shall have the right of access to and entry upon the City Parcels (and the Private Parcels, if and when possession is obtained by the City) at all reasonable times for the purpose of inspecting the Project Site, obtaining data and making surveys and tests necessary to carry out this Agreement. Developer agrees to defend, indemnify and hold the City, and its officers, employees, contractors and agents, harmless for any and all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of work or activity of Developer, its officers, employees, contractors and agents, permitted pursuant to this Section 225, except to the extent arising out of the gross negligence or willful misconduct of the City, and/or its officers, staff, employees, contractors or agents or relating to the discovery of any Hazardous Materials on the Project Site. Developer shall not commence any activities under this Section 225 without first providing the City with satisfactory evidence of insurance meeting the requirements of this Agreement, and the provision of adequate restoration of the Project Site to its condition prior to the commencement of any activities under this Section 225 with the exception of any Hazardous Materials condition discovered on the City Parcels prior to Closing Date; the remediation of which shall be dealt with the provisions of Section 201 relating to the Remediation Cost Adjustment.

P. [§ 226] Submission of Evidence of Financing

Within the time established therefor in the Schedule of Performance, Developer shall submit to the City evidence reasonably satisfactory to the City that Developer has sufficient equity capital and/or has obtained commitments for financing necessary to pay for all costs related to Developer's purchase and development of the Project Site, including the hard costs (including, without limitation, the cost of labor, materials and construction of the Improvements) and soft costs (including, without limitation, entitlement costs, architectural, engineering, consultant, attorney, and other professional fees, processing and service fees, builder's risk insurance, performance and payment bonds, and safety and security measures), Exactions (as defined in the Development Agreement), and costs of compliance with CEQA mitigation measures and Developer's obligations under this Agreement and the Development Agreement in connection with the construction of the Improvements on and development of the Project Site (collectively, the "**Development Costs**"), whether incurred prior to or after entering into this Agreement.

Developer's submission of such evidence of financing shall include:

1. A project budget, estimated as of the Closing Date, setting forth all anticipated Development Costs, or a certification by Developer that the applicable portion of the Project Budget attached hereto as **Attachment No. 3** remains accurate. The Project Budget shall be maintained as a sources and uses budget, which shall be based upon a financial *pro forma* that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the proposed development of the Project Site.
2. If applicable, a copy of any commitment or commitments obtained by Developer for any mortgage loan or loans or other debt financing for construction financing to finance all or portions of the Total Site Costs and Development Costs, certified by Developer to be a true and correct copy or copies thereof. The commitment or commitments for financing shall be in such form and content reasonably acceptable to the City, or in such a form and with such content as typically issued by an institutional lender (subject to customary conditions).
3. Documentary evidence reasonably satisfactory to the City of sources of equity capital sufficient to demonstrate that Developer has adequate funds committed to cover the difference, if any, between the Total Site Costs and Development Costs and the proposed mortgage loan or loans.

The City Manager shall approve or disapprove each submission of evidence of financing within fifteen (15) City business days following submission. If the City disapproves any such evidence of financing, the City shall do so by written notice to Developer stating with specificity the reasons for such disapproval. If the City gives Developer such timely written notice, Developer shall promptly, but in any event prior to the date required for re-submission of the applicable evidence of financing in the Schedule of Performance, obtain and submit to the City new evidence of financing. The City Manager shall approve or disapprove such new evidence of financing in the same manner and within five (5) City business days following re-submission.

Q. [§ 227] CEQA Requirements

As referenced in Recital M, the City Council certified the FEIR as adequate and complete and made findings in connection therewith for the development of the Project by Developer. All costs and expenses associated with further environmental clearance and/or documentation required for the development of the Project as contemplated by this Agreement shall be the sole responsibility of Developer. Developer will comply with all mitigation measures applicable to the Project, the implementation of which, is identified in the MMRP as the responsibility of the "owner" or the "project sponsor," excluding any mitigation measures that are expressly identified as the responsibility of a different Person in the MMRP. In addition, Developer shall comply with the Greenhouse Gas Emissions Conditions of Approval attached to the Development Agreement as Exhibit H-1, which by this reference is incorporated herein.

R. [§ 228] Brokers

Neither party shall be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement, other than any broker, agent, or finder engaged in writing by such party. Each party hereto agrees to indemnify and hold the other party harmless from any claim by any broker, agent, or finder retained by the indemnifying party.

III. [§300] DEVELOPMENT OF THE PROJECT SITE

A. [§301] Responsibilities for Development of the Project Site

Developer shall be solely responsible for developing the Project Site and constructing the Improvements thereon in accordance with the requirements of this Agreement and the Development Agreement, including, but not limited to the development of the Arena Site which, at no cost to the City, shall promote and provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (the "Arena Use") and such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses (with the Arena Use, collectively, the "Public Use"). The development of the Arena Site is calculated to promote the recreation and enjoyment of the public. The Public Use shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

B. [§ 302] Scope of Development; SEC Development Guidelines

The Arena Site, the West Parking Garage Site and the East Transportation Site shall each be developed in accordance with and within the limitations established in the "Scope of Development" which is attached hereto as **Attachment No. 5**. The Hotel Site shall be developed in accordance with and within the limitations established in a separate scope of development, which shall be subject to the approval of the City.

The City has adopted those certain Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (the "**SEC Development Guidelines**"), adopted by Resolution No. 20-108, to establish specific design standards for the development of the Project within the Sports and Entertainment Overlay Zone ("**SE Overlay Zone**"), adopted by Ordinance No. 20-13, and as established in Article 17.5 of Chapter 12 of the Inglewood Municipal Code, the requirements for on-site and off-site Public Infrastructure to be provided, and the review and permitting process for the Improvements and Public Infrastructure. The SEC Design Guidelines portion of the SEC Development Guidelines, includes, without limitation, standards for site design, features and design elements for buildings and structures, landscaping, signage, and lighting, parking, loading and circulation and sustainability, and the City's review of the plans therefor ("**SEC Design Review**"). The SEC Infrastructure Plan portion of the SEC Development Guidelines establishes

the Public Infrastructure and on-site private infrastructure ("**Private Infrastructure**") improvements required to be provided for the Project, and includes, without limitation, wet and dry utilities, streets and sidewalks, and City water well relocation, and the City's review of the plans therefor ("**SEC Improvement Plan Review**").

Developer shall deliver to the City the SEC Design Drawings, as described in the SEC Development Guidelines, and such additional information reasonably requested by the City's Economic & Community Development Director concerning the SEC Design Drawings. The drawings and architectural renderings required by the SEC Development Guidelines for the SEC Design Review (the "**SEC Design Drawings**") shall be consistent with the requirements of the SEC Development Guidelines, and include a well-defined architectural concept, showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions), pedestrian circulation, and architectural character, as well as landscape plans, showing the location and design of landscaped areas and the varieties and sizes of plant materials to be planted therein, and other landscape features.

Developer shall also deliver to the City the SEC Improvement Plans, as described in the SEC Development Guidelines, and such additional information reasonably requested by the City's Economic & Community Development Director or Department of Public Works Director concerning the drawings for the Public Infrastructure and Private Infrastructure (including, without limitation, wet and dry utilities, streets and sidewalks, and City water well relocation) required to serve the Arena Site, the West Parking Garage Site and the East Transportation Site (the "**SEC Improvement Plans**").

C. [§ 303] Basic Site Plan Drawings

Developer has prepared those certain Basic Site Plan Drawings attached hereto as **Attachment No. 6** for the Arena Site, the West Parking Garage Site and the East Transportation Site, which were included in Attachment No. 2 to the City Council Staff Report dated July 21, 2020. The City has determined that the Basic Site Plan Drawings are consistent with the Project Approvals (including the Scope of Development) and the SEC Design Guidelines. Developer may modify or amend the Basic Site Plan Drawings only after the City Economic & Community Development Director's determination that the modifications or amendments are not inconsistent with the SEC Development Guidelines, and upon such determination, the revised Basic Site Plan Drawings shall be utilized for the purposes set forth in the SEC Development Guidelines.

D. [§ 304] Applications for SEC Design Review and SEC Improvement Plan Review

Within the times established in the Schedule of Performance, Developer shall prepare and submit an application for each of SEC Design Review and SEC Improvement Plan Review to the City in accordance with the requirements of the SEC Development Guidelines.

During the preparation of the SEC Design Drawings and SEC Improvement Plans, the City and Developer shall, at the request of the City, hold regular progress meetings to coordinate the

preparation of, submission to, and review of the each application by the City. The City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of the applications to the City can receive prompt and speedy consideration.

E. [§ 305] City Review and Approval

The City's review and approval of the applications for SEC Design Review and SEC Improvement Plan Review shall be in accordance with the requirements of the SEC Development Guidelines. The City's review shall consist of a determination that the SEC Design Drawings or SEC Improvement Plans are not materially inconsistent with the Project Approvals, including the SEC Development Guidelines, the Basic Site Plan Drawings, any approved changes to the Project Approvals or SEC Development Guidelines, or any previously approved SEC Design Drawings or SEC Improvement Plans or other previously approved Subsequent Approvals. If any revisions or corrections of the SEC Design Guidelines or SEC Infrastructure Plan, or associated SEC Design Drawings or SEC Improvement Plans previously approved by the City shall be required by any other government official, agency, department, or bureau having jurisdiction over the Project Site or required Infrastructure, Developer and the City shall cooperate in efforts (i) to revise or correct the SEC Design Guidelines, SEC Infrastructure Plan, SEC Design Drawings and/or SEC Improvement Plans in order to comply with the required revision or correction of such government official, agency, department, or bureau, (ii) to obtain a waiver of such requirements, or (iii) to develop a mutually acceptable alternative. Any such changes shall be within the limitations of the Scope of Development, the SEC Development Guidelines, the Basic Site Plan Drawings, the Project Approvals or any Subsequent Approvals.

F. [§ 306] Cost of Construction

All costs of developing the Project Site, and constructing the Improvements thereon, as well as the Public Infrastructure, shall be borne by Developer.

G. [§ 307] Schedule of Performance

It is the intention of the City and Developer that the disposition and development of the Project Site be completed in a timely and an expeditious manner. Accordingly, the Schedule of Performance encompasses appropriate and necessary benchmarks to be met by the appropriate party, together with required conditions precedent for the conveyance of the Arena Site and the Ancillary Development Sites. The City agrees to assign the appropriate planning, engineering, building, safety and other staff to enable the parties to meet the timelines in the Schedule of Performance.

After the conveyance of title to and/or possession of (as applicable) the parcels comprising the Arena Site Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities) on the Arena Site, and the development thereof as provided in the Scope of Development. Within the times specified in the Schedule of Performance, Developer shall begin and thereafter diligently prosecute to completion the

construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities) on the West Parking Garage Site and the East Transportation Site. Developer shall use commercially reasonable efforts to begin and complete the construction of the Improvements on each of the Arena Site the West Parking Garage Site and the East Transportation Site within the times specified in the Schedule of Performance. The Hotel Site shall be developed in accordance with and within the times established in a separate schedule of performance, which shall be subject to the approval of the City. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by the City and Developer or pursuant to Section 605 hereof.

During periods of construction, Developer shall submit to the City a written report of the progress of the construction when and as reasonably requested by the City, but in no event shall Developer be required to submit any such report more often than monthly. The report shall be in such form and detail as may be reasonably required by the City and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

H. [§ 308] Indemnification during Construction; Bodily Injury and Property Damage Insurance

During the period commencing with the conveyance of title to and/or possession of each of the Arena Site and the Ancillary Development Sites to Developer and continuing until such time as the City has issued a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, Developer agrees to and shall defend, indemnify and hold the City and its officers, employees, contractors and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, respectively, and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its officers, employees, contractors or agents, with the exception of the acts, errors or omissions of the City, and/or its officers, staff, employees, contractors or agents.

During the period commencing with any preliminary work on the Project Site by Developer under Section 225 and ending on the date when a Release of Construction Covenants has been issued with respect to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer shall furnish or cause to be furnished to the City, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$5,000,000 in combined single limit liability, and naming the City, and its officers, employees, contractors and agents as additional insureds.

I. [§ 309] Antidiscrimination during Construction

Developer agrees that in the construction of the Improvements on the Project Site as provided for by this Agreement, Developer will not discriminate against any employee or applicant

for employment because of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

J. [§ 310] Local, State and Federal Laws

Developer shall carry out the construction of the Improvements on the Project Site in conformity with applicable laws, statutes, rules and regulations (taking into account the terms of the Development Agreement, if approved), including all applicable Federal and State labor standards. Developer shall carry out development, construction (as defined by applicable law) and operation of the improvements on the Project Site, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, State and Federal laws, including, without limitation, all applicable Federal and State labor laws (including, without limitation, the requirement to pay state prevailing wages to the extent applicable). Developer hereby expressly acknowledges and agrees that the City has not affirmatively represented to Developer or its contractor(s) for the construction or development of the Improvements in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is or is not a "public work," as defined in California Labor Code Section 1720. Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures or identifications required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law to the extent applicable to Developer; provided, however, nothing herein shall be deemed an agreement or admission by Developer that Developer and/or the Project or any portion of the Project is a "public work". Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Improvements, results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, State and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, any requirement to pay State prevailing wages); (2) the implementation of California Senate Bill No. 966; (3) the implementation of California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (4) failure by Developer to provide any required disclosure or identification as may be required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. It is mutually agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the Improvements, including, without limitation, any public works (as defined by applicable law) to be constructed as part of the Improvements, Developer shall bear all risks of payment and/or non-payment of State prevailing wages and/or the implementation of California Senate Bill No. 966 and/or California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar law. "Increased costs" as used in this Section 310 shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity

shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by Developer. Notwithstanding the foregoing, the parties agree and acknowledge the City Parcels are being conveyed at a purchase price representing the fair market price of the City Parcels established pursuant to an independent third party appraisal.

K. [§ 311] City and Other Governmental Agency Permits

Before commencement of construction of the Improvements upon each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, Developer, with the City's assistance where reasonably necessary and appropriate, shall secure or cause to be secured, any and all permits which may, under applicable laws, statutes, rules and regulations be required by the City or any other governmental agency having jurisdiction over such construction.

L. [§ 312] Right of Access

Prior to the recordation of a Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, representatives of the City shall have a reasonable right of access to the applicable portion of the Project Site, upon two (2) business days' prior written notice to Developer, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof.

Representatives of the City shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Developer. All activities performed on the Project Site by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Developer and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by this Agreement.

M. [§ 313] Responsibilities of the City

The City shall not be responsible for performing any work specified in the Scope of Development. However, City shall (i) complete the Restoration Work within the times provided in the Schedule of Performance, at no cost or expense to Developer and (ii) decommission and relocate the City-owned and operated potable water well in accordance with the provisions of Section 702, at Developer's sole cost and expense.

N. [§ 314] Taxes, Assessments, Encumbrances and Liens

Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Project Site and all portions thereof, subsequent to the Closing Date. Developer

shall not place, or allow to be placed on the Project Site or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to this Agreement or not otherwise authorized by the City. Developer shall remove, or shall have removed, any levy or attachment made on the Project Site or any portion thereof, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto. The covenants of Developer set forth in this Section 314 relating to the placement of any unauthorized mortgage, trust deed, encumbrance, or lien, shall remain in effect only until a Release of Construction Covenants has been recorded with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable.

O. [§ 315] No Encumbrances except Mortgages, Deeds of Trust, Conveyances and Leasebacks or Other Conveyance for Financing for Development

After conveyance of title and possession of the Arena Site and the Ancillary Development Sites to Developer, mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Project Site at any time, prior to the recordation of the Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of this Agreement. Developer shall notify the City in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing, if Developer proposes to enter into the same before the recordation of the Release of Construction Covenants.

The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.

P. [§ 316] Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or Public Infrastructure or to guarantee such construction or completion; nor shall any covenants or any other provision in a Grant Deed be so construed as to so obligate such holder. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such holder to: (i) devote or use the Arena Site for any use, other than the Public Use, and (ii) devote or use the Ancillary Development Sites in a manner not provided for or authorized by this Agreement.

Q. [§ 317] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer, the City shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right at its option (but without any obligation) within the later of ninety (90) days after the receipt of the notice or thirty (30) days following any applicable cure period accorded to Developer, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 90-day or 30-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession of the property or other asset subject to the applicable mortgage, deed of trust or other security interest authorized by this Agreement, and such holder has elected to remedy or cure such default, such holder shall seek to obtain possession of the applicable property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the holder may elect, and shall remedy or cure such default within one hundred and twenty (120) days after obtaining possession; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 120-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed Developer's obligations to the City by written agreement reasonably satisfactory to the City; provided, however, such holder shall not be bound by any amendment, implementation, or modification to this Agreement to which such lender has not given its prior written consent for Developer to enter into. Any such holder that has so assumed Developer's obligations to the City shall not be required to remedy or cure any default of Developer that is not susceptible of being cured by such holder. Any such holder that has so assumed Developer's obligations to the City must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder related, and submit evidence reasonably satisfactory to the City that it, or a development manager retained by such holder, has the qualifications and/or financial responsibility necessary to perform such obligations. Any such holder properly completing such Improvements shall be entitled, upon written request made to the City, to a Release of Construction Covenants as to the Arena Site and/or the Ancillary Development Sites, as applicable, from the City. For purposes of this Agreement, the term "holder" shall be deemed to include any designee, nominee or affiliate of such holder as well as any other foreclosure sale purchaser or any purchaser taking title directly from such holder, designee, nominee or affiliate following foreclosure.

R. [§ 318] Right of City to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of a default or breach by Developer of a mortgage, deed of trust or other security interest with respect to the Project Site prior to the recordation of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, by the City, and the holder has not exercised its option to complete the Improvements thereon, the City may cure any monetary default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site to the extent of such costs and disbursements, which lien shall be subordinate to any such mortgage, deed of trust or other security interest.

Notwithstanding the preceding paragraph, Developer hereby acknowledges that the City shall be under no obligation pursuant to this Section 318 to cure any such default.

S. [§ 319] Right of the City to Satisfy Other Liens on the Property after Title Passes

Prior to the recordation of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, if Developer, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Project Site (or the applicable portion thereof), the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Developer in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Project Site (or the applicable portion thereof) to forfeiture or sale.

T. [§ 320] Release of Construction Covenants

Promptly after completion of the applicable Improvements as evidenced by final inspection approvals by the City, the City shall furnish Developer with a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, (each a "**Release of Construction Covenants**") within ten (10) business days upon written request therefor by Developer; provided, however, the Release of Construction Covenants for the Arena Site shall not be furnished by the City until the City has conveyed fee title to each of the Private Parcels to Developer as required by this Agreement. Each such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, in substantial compliance with the SEC Design Drawings, and of full compliance with the terms hereof with respect to the construction of the Improvements upon such portion of the Project Site. The Release of Construction Covenants for the Arena Site shall also include a conclusive determination of the actual Development Costs incurred in the construction of the Improvements on and development

of the Arena Site, as certified by Developer and approved by the City (the "Arena Development Costs"). After the recordation of the Release of Construction Covenants upon such portion of the Project Site, any party then owning or thereafter purchasing, leasing, or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the applicable Grant Deed for each of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site. Except as specifically provided for in the applicable Grant Deed, neither the City nor any other person, after the recordation of a Release of Construction Covenants, shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement with respect to the Arena Site and the Ancillary Development Sites, as applicable. Any default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Project Site (or portion thereof) shall be limited thereafter to those set forth in the applicable Grant Deed. The parties shall take such actions and execute such documents as may be necessary or advisable to memorialize the termination of this Agreement as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, promptly upon the recordation of a Release of Construction Covenants.

Each Release of Construction Covenants shall be in such form as to permit it to be recorded in the property records of the Los Angeles County Recorder's Office.

If the City refuses or fails to furnish a Release of Construction Covenants after written request from Developer, the City shall, within ten (10) business days of the written request, provide Developer with a written statement which describes with specificity Developer's failure to construct the applicable Improvements pursuant to this Agreement and explains the reasonable reasons the City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain the City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reasons for such refusal are confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Release of Construction Covenants upon the posting of a bond by Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said ten (10) business day period, Developer shall be deemed entitled to the Release of Construction Covenants.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, nor any part thereof. A Release of Construction Covenants is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

U. [§ 321] Project Identification Sign

Prior to commencement of any construction on the Project Site, up until the recordation of a Release of Construction Covenants by the City for the Arena Site, Developer shall prepare and install, at its cost and expense, a project identification sign at one location along the street frontage

of the Project Site. The sign shall be at least eighteen (18) square feet in size and visible to passing pedestrian and vehicular traffic. The design of the sign as well as its proposed location shall be submitted to the City for review and approval, which approval shall be given or reasonably withheld within five (5) business days prior to installation. The sign shall, at a minimum, include:

- Development name: Inglewood Basketball and Entertainment Center
- Developer: MURPHY'S BOWL LLC
- Mayor: James T. Butts, Jr.
- Councilmembers: George W. Dotson, 1st District
Alex Padilla, 2nd District
Elroy Morales, Jr., 3rd District
Ralph L. Franklin, 4th District
- Estimated Completion Date _____, 2024.
- For information call _____.

Developer shall obtain a current roster of the City's officials before signs are printed.

V. [§ 322] Development of Hotel Site

The City acknowledges that Developer currently intends to Transfer the Hotel Site to a third-party developer for the development and construction of a hotel and that the Scope of Development and Schedule of Performance does not address the construction of such hotel. Provided that the Transfer of the Hotel Site is to Bhagat Investments – Century, LLC, or one of its Affiliates, the City's consent shall not be required; provided, however, Developer shall obtain the City's consent, if required under Section 106, for a Transfer to any other Person. Notwithstanding the foregoing, in connection with any Transfer of the Hotel Site, the Transferee shall assume in writing Developer's obligations under this Agreement as to the Hotel Site (which obligations may be amended and restated between the Transferee and the City, as the City may reasonably require) and Developer shall be released from all obligations hereunder as to the Hotel Site upon the written assumption of the Hotel Site development obligations by the Transferee. Any Transferee of the Hotel Site shall be solely responsible for obtaining all land use entitlements and permits required for the development and construction on the Hotel Site. Notwithstanding the foregoing provisions, Developer may elect to retain and develop the Hotel Site as a hotel, or for such other uses permitted under the Project Approvals, and upon such election, shall submit for the City's approval a Scope

of Development and Schedule of Performance relating to the improvements proposed to be constructed by Developer on the Hotel Site.

IV. [§ 400] USE OF THE PROJECT SITE

A. [§ 401] Use of the Arena Site

As more particularly set forth in the Grant Deed(s) for the Arena Site attached hereto as **Attachment Nos. 7-A, 7-B-1 and 7-B-2**, and subject to the limitations therein, Developer covenants and agrees that it shall not use the Arena Site for any purpose, other than the Public Use, in order to promote the enjoyment and recreational use of the public and no other use shall be permitted or maintained on the Arena Site. Developer acknowledges and agrees that the reversion of title and possession to City, as set forth in the Grant Deed for the Private Parcels attached hereto as **Attachment No. 7-B-1 and 7-B-2**, is a required reservation and restriction to preserve the Public Use on the Private Parcels in compliance with the requirements of California Code of Civil Procedure Section 1245.245.

B. [§ 402] Maintenance of the Project Site

From the date of this Agreement until the Closing Date (or earlier termination of this Agreement), the City agrees to continue its maintenance of the Project Site in the same manner as was conducted in the ordinary course of business prior to the Effective Date. During construction of the Improvements, Developer shall maintain the Project Site in a good and professional manner, keep the Project Site reasonably free from graffiti and any accumulation of debris or waste materials.

C. [§ 403] Obligation to Refrain from Discrimination

Developer covenants and agrees that (i) there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, creed, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of that person in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site and (ii) neither Developer nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Site.

D. [§ 404] Form of Nondiscrimination and Nonsegregation Clauses

1. Developer covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use,

occupancy, tenure, or enjoyment of the Project Site, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Project Site by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Project Site. The foregoing covenants shall run with the land.

2. All deeds, leases or contracts made relative to the Project Site, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Developer herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Developer or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of

Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Developer to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Project Site and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Project Site."

3. All conditions, covenants and restrictions contained in the respective Grant Deeds shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by City, its successors and assigns, against Developer, its successors and assigns, and any party in possession or occupancy of any such portion of the Project Site.
4. The covenants against discrimination set forth in Section 404, Paragraphs 1 and 2 of this Agreement and, as incorporated in the respective Grant Deeds shall remain in effect in perpetuity.

E. [§ 405] Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer for the benefit and in favor of the City. Any covenants, conditions or restrictions that are intended to survive the recordation of the Release of Construction Covenants by the City shall be contained in the Grant Deeds for the Arena Site and the Ancillary Development Sites and shall remain in effect for the period specified therein. The parties expressly acknowledge and agree that certain benefits set forth in the Development Agreement, if entered into by the parties, are intended to, and will, survive the recordation of the Release of Construction Covenants in accordance with the terms of the Development Agreement. Covenants, conditions and restrictions in this Agreement not expressly set forth in the Grant Deeds for the Arena Site and the Ancillary Development Sites shall terminate upon the recordation of a Release of Construction Covenants for the applicable portion of the Project Site (i.e. each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively).

V. [§ 500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 605 and the notice and cure periods provided in Sections 507-512 hereof, any material failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who fails or delays must promptly commence to cure, correct or remedy such failure or delay and continue to take all steps necessary to completely cure, correct or remedy such failure or delay with reasonable diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies provided such actions or proceedings are initiated prior to the default being cured by the defaulting party.

B. [§ 502] Legal Actions

1. [§ 503] Institution of Legal Actions; Venue

Subject to the terms of this Agreement, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the terms of this Agreement. The parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any State court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any Federal court shall lie exclusively in the Central District of California, Los Angeles.

2. [§ 504] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement and the legal relations between the parties.

3. [§ 505] Acceptance of Service of Process

If any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law.

If any legal action is commenced by the City against Developer, service of process on Developer shall be made by personal service upon any officer or managing member of Developer

and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

C. [§ 506] Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

D. [§ 507] Damages

The parties have determined that, except in connection with a party's default of its express monetary payment or reimbursement obligations under this Agreement (e.g., the indemnity obligations under Sections 220, 223, or 308 or those payment obligations under Section 205), monetary damages are an inappropriate remedy for any default hereunder. If any party is in default with regard to any of the provisions of this Agreement relating to monetary payments or reimbursements due by such party, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default. Notwithstanding the foregoing, Developer and the City would not have entered into this Agreement if they could be liable for indirect or consequential, punitive, or special damages. Accordingly, Developer and the City each waive any costs, claims, damages or liabilities against, and covenant not to sue, the other party for indirect, consequential, punitive, or special damages, including loss of profit, loss of business opportunity, or damage to goodwill.

E. [§ 508] Specific Performance

In addition to the rights and remedies set forth in Section 507 hereof, if any party is in default with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement with respect to such default. However, if the default is the type in which the defaulting party is incapable of curing within the thirty (30) day cure period, then if the defaulting party fails to commence the necessary actions to cure the default within the requisite thirty (30) days and fails to continuously and diligently cure the subject default within a reasonable period of time after commencement, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement against the defaulting party with respect to such default.

F. [§ 509] Remedies and Rights of Termination

1. [§510] Termination by Developer

If prior to delivery of title and/or possession (as applicable) to the Arena Site and delivery of title and possession to the Ancillary Development Sites to Developer pursuant to the provisions of this Agreement:

- a. Developer is unable, despite using commercially reasonable efforts, to obtain any of the Subsequent Approvals; or
- b. Developer is unable, despite using commercially reasonable efforts, to obtain financing consistent with this Agreement for the acquisition of the Project Site and construction of the Improvements and to deliver to the City any submission of evidence of such financing within the times set forth in the Schedule of Performance; or
- c. there has occurred a material change to the condition of the Project Site or title to the Project Site (including, without limitation, entry of judgment affecting title or the right of the City to deliver possession of any City Parcel, the imposition of any assessment district which has not been consented to by Developer) since the Effective Date or an eminent domain action is initiated against all or any portion of the Project Site (other than an eminent domain action initiated by the City as to the Private Parcels); or
- d. there has occurred a material change in the market and/or local, State or national economy which, in the written and reasonable opinion of Developer, negatively impacts the ability of Developer to develop, finance and/or lease the Project; or
- e. the City is unable, despite using commercially reasonable efforts, to tender conveyance of title to all City Parcels and the complete and absolute right to possession thereof without *lis pendens* to Developer in the manner and condition, and within the established time therefor in the Schedule of Performance; or
- f. by the date that is four (4) months following the Effective Date, the Development Agreement or any of the Project Approvals are not effective; or
- g. by the date that is four (4) months following the Effective Date, the City, with respect to each Private Parcel, has not (i) acquired fee simple absolute title, or (ii) adopted a Resolution of Necessity and commenced eminent domain proceedings as described in Section 203 (recognizing that adoption

of any Resolution of Necessity shall be at the sole and absolute discretion of the City); or

- h. the City is unable to: (i) acquire fee simple absolute title to the Private Parcels by purchase, exchange, gift, eminent domain proceedings (i.e. Final Order of Condemnation) or any other method available to the City under Federal or State law (recognizing that the institution of any eminent domain proceedings shall be at the sole and absolute discretion of the City); (ii) tender conveyance of fee title of the Private Parcels to Developer; and (iii) obtain and tender possession of the Private Parcels to Developer in the manner and condition set forth in this Agreement, and within the established time therefor in the Schedule of Performance; or
- i. by the date that is six (6) months following the Effective Date, the City has not adopted a resolution of vacation vacating and abandoning the Right-Of-Way Areas (recognizing that the institution of any vacation proceedings shall be at the sole discretion of the City), or following any such election, is unable thereafter to tender conveyance of title to the Right-Of-Way Areas in the manner and condition set forth in this Agreement; or
- j. the Title Company is unwilling or unable to issue the Title Policy on the Closing Date; or
- k. if Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance; or
- l. by the date that is four (4) months following the Effective Date, if FAA or LAWA fails to approve the Basic Purchase Price or the Adjusted Purchase Price, as applicable; or
- m. by the date that is four (4) months following the Effective Date, if any taxing entity fails to provide a Taxing Entity Acceptance; or
- n. if any Challenge is filed relating to this Agreement, including any challenge to the validity of this Agreement or any of its provisions, or if a referendum petition relating to the Development Agreement or any Project Approval is timely and duly circulated, filed, and certified as valid; or
- o. City fails to timely perform any material obligation required of City under this Agreement; or
- p. if Developer reasonably concludes that Developer will be unable, despite using commercially reasonable efforts, to complete construction of the Project in sufficient time to utilize the arena for professional basketball games for the 2024-2025 NBA season (including pre-season games);

and, if any such default(s) or failure(s) referred to in subdivision (a) through (p) of this Section 510 is susceptible to cure by the City and shall not be cured by the City within thirty (30) days after the date of written demand therefor by Developer, then this Agreement and any rights of the City in this Agreement, may, at the option of Developer, be terminated with respect to the Project Site by written notice thereof to the City, and neither Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the City under this Agreement with respect to the Project Site.

2. [§511] Termination by City

A. First, if prior to delivery of title and/or possession (as applicable) to the Arena Site and delivery of title and possession to the Ancillary Development Sites to Developer pursuant to the provisions of this Agreement:

1. Developer shall fail to timely deliver to the City any submission of evidence of equity and, if applicable, financing commitments with respect to the Site within the times set forth in the Schedule of Performance; or
2. Developer, in violation of the provisions of this Agreement, Transfers or attempts to Transfer this Agreement or any right herein, or in the Project Site (or portion thereof); or
3. there is a Change in Control in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Section 106, in violation of the provisions of this Agreement; or
4. Developer does not timely deliver the SEC Design Drawings, and any of the other deliverables required by this Agreement, within the times set forth in the Schedule of Performance without the advance written consent of the City; or
5. Developer does not pay the Total Site Costs and take title and/or possession to the Arena Site (as applicable) and title and possession to the Ancillary Development Sites by the date provided therefor in the Schedule of Performance, under a tender of conveyance by the City pursuant to this Agreement other than as a result of a prior termination of this Agreement or a default by the City; or
6. Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance, or
7. Developer fails to timely perform any other material obligation of the development of the Project Site as required under this Agreement,

Secondly, if the City serves Developer with a written demand specifying with particularity Developer's failure under subdivisions 1) through 7) of the foregoing part A of this Section 511, and such failure is not cured within thirty (30) days after the date of such written demand by the City, or if the failure is the type in which Developer is incapable of curing within the thirty (30) day period, and Developer fails to commence and perform the necessary actions to cure the failure within a reasonable period of time after commencement, then this Agreement and any rights of Developer in this Agreement, or arising therefrom with respect to the City may, at the option of the City, be terminated with respect to the Project Site by written notice of the City given to Developer specifying such termination, and thereafter neither the City nor Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the other under this Agreement with respect to the Project Site.

G. [§512] Right of Re-Entry

The City shall have the right, at its sole option, which must be exercised, if at all, prior to the cure, to reenter and take possession of each of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, and all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer, if after conveyance of title and possession to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, and prior to the recordation of the Release of Construction Covenants pertaining to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, respectively, Developer shall:

- (a) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, by Developer following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by the City to Developer, provided that Developer has not obtained an extension or postponement of time pursuant to Section 605; or
- (b) abandon or substantially suspend construction of the Improvements on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, for a period of nine (9) consecutive months and within thirty (30) days following delivery of written notice of such abandonment or suspension has been given by the City to Developer, provided Developer has not obtained an extension or postponement of time pursuant to Section 605; or
- (c) Transfer or attempt to Transfer this Agreement, or any rights herein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Agreement, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by the City to Developer.

Such right to re-enter, repossess, terminate, and revest and shall not defeat or render invalid:

- (i) any mortgage, deed of trust, or other security interests permitted by this Agreement with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable; or
- (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

The rights established in this Section 512 shall not apply to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, on which any Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Release of Construction Covenants has been recorded therefor as provided in Section 320.

The Grant Deeds to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall contain appropriate reference and provision to give effect to the City's right, as set forth in this Section 512 under specified circumstances prior to the recordation of the applicable Release of Construction Covenants, to re-enter and take possession of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, with all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer and the terms of such Grant Deeds shall control over any inconsistent provisions of this Agreement.

Subject to the rights of the holders of security interests as stated in subparagraphs (i) and (ii) above, upon the revesting in the City of title to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as provided in this Section 512, the City shall use commercially reasonable efforts to resell the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as soon and in such manner as the City shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by the City in its reasonable discretion), who will develop the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and will not re-sell the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and will not prior to such development or hold the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, for speculation in land.

Upon such resale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, or any part thereof, and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by this Agreement, the proceeds thereof shall be applied:

- (y) first, to reimburse the City, for all reasonable costs and expenses incurred by the City arising from and after such revesting in the City, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Arena Site, the West Parking Garage Site, the East Transportation Site

and/or the Hotel Site, as applicable (but less any income derived by the City from the sale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, in connection with such management); all taxes, assessments and water and sewer charges with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable (or, in the event the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, is exempt from taxation or assessment or such charges during the period of City ownership, then such taxes, assessments, or charges, as would have been payable if the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer; and any amounts otherwise owing to the City by Developer; and

- (z) second, with any available balance, to reimburse Developer the amount equal to (1) the sum of the Purchase Price for the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and the Acquisition Costs for the Private Parcels paid to the City by Developer, if applicable; and (2) the Development Costs incurred for the construction of the Improvements and development of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable less (3) any gain or income withdrawn or made by Developer therefrom or from the improvements thereon attributable to.

Any balance remaining after such reimbursements shall be retained by the City as its property.

For avoidance of doubt, the City's exercise of its rights under this Section 512 shall be its sole and exclusive remedy for the conditions described in the foregoing subparts (a) – (c) and such reverter rights shall only be applicable to the specific portion of the Project Site (*i.e.*, the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site) to which such breach relates. To the extent that the right established in this Section 512 involves a forfeiture, it must be strictly interpreted against the City, the party for whose benefit it is created. The rights established in this Section 512 are to be interpreted in light of the fact that the City will convey the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to Developer for development and not for speculation in undeveloped land.

However, notwithstanding anything contained herein, including, but not limited to, the specific City reentry rights and disposition provisions established above in this Section 512, if Developer has only obtained Prejudgment Possession to any Private Parcel in the Arena Site at the time the City reentry rights vest, such Private Parcels, shall be subject to the abandonment procedures described and provided in California Code of Civil Procedure Section 1268.510 as provided for and set forth in that certain form of grant deed attached hereto as **Attachment No. 7-B-1**.

Moreover, notwithstanding anything contained herein, including, but not limited to, the specific City reentry rights and disposition provisions established above in this Section 512, if the Developer has obtained fee title to a Private Parcel in the Arena Site, such Private Parcels, at the time the City reentry rights vest, disposition of such Private Parcels shall be subject to the requirements of Code of Civil Procedure Section 1245.245 as provided for and set forth in that certain form of grant deed attached hereto as **Attachment No. 7-B-2**.

VI. [§ 600] GENERAL PROVISIONS

A. [§ 601] Notices, Demands and Communications between the Parties

Notices, demands, and communications between the City and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight service that maintains delivery receipts (*e.g.*, Federal Express) to the principal offices of the City and Developer, as set forth below. All notices, demands, and communications under this Agreement will be deemed given, received, made, or communicated on the delivery date or attempted delivery date shown on the return receipt. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601. The respective mailing addresses of the parties are, until changed as provided herein, the following:

City:	City of Inglewood One Manchester Boulevard Inglewood, CA 90301 Attention: City Manager
with a copy to:	Office of the City Attorney One Manchester Boulevard Inglewood, CA 90301 Attention: City Attorney
with a copy to: (and shall not constitute notice to City)	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 1850 Los Angeles, CA 90071 Attention: Royce K. Jones
Developer:	Murphy's Bowl LLC PO Box 1558 Bellevue, WA 98009-1558 Attention: Brandt A. Vaughan

with a copy to: Wilson Meany
(and shall not constitute Four Embarcadero Center, Suite 3330
notice to Developer) San Francisco, CA 94111
Attention: Chris Meany

with a copy to: Helsell Fetterman LLP
(and shall not constitute 1001 Fourth Avenue, Suite 4200
notice to Developer) Seattle, WA 98154
Attention: Mark Rising

with a copy to: Coblenz Patch Duffy & Bass LLP
(and shall not constitute One Montgomery Street, Suite 3000
notice to Developer) San Francisco, CA 94104
Attention: Matthew Bove

B. [§ 602] Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

Developer warrants that it has not paid or given, and will not pay or give, any third-party any money or other consideration for obtaining this Agreement from the City, other than brokers, if any.

C. [§ 603] Nonliability of City Officials and Employees

No member, official, employee or consultant of the City shall be personally liable to Developer in the event of any default or breach by the City or for any amount which may become due to Developer, or on any obligations under the terms of this Agreement.

D. [§ 604] Nonliability of Developer Members and Employees

No member, director, officer, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to the City in the event of any default or breach by Developer or for any amount which may become due to the City or on any obligations under the terms of this Agreement.

E. [§ 605] Force Majeure: Extension of Time of Performance

In addition to specific provisions of this Agreement, the time period for performance by either party hereunder shall be extended where delays are due to or resulting from any cause beyond a party's reasonable control, including but not limited to war, insurrection, strikes, lock-

outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other party, a failure of the National Basketball Association to grant a required approval which is not caused by a failure or default of Developer, acts or failure to act of the City or any other public or governmental agency or entity (other than an act or failure to act of the City which shall give rise to the delaying act described above), or an administrative appeal, judicial challenge, or filing an application for referendum relating to this Agreement or for any Project Approval or Subsequent Approval, even if development or construction activities are not stayed, enjoined, or otherwise prohibited (collectively a "**Challenge**") until the Challenge is finally resolved on terms satisfactory to Developer or the City or waived each in their sole discretion. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement, including all of the provisions of the Schedule of Performance, may also be extended in writing by the City Manager and Developer, and a party's consent to such extension shall not be unreasonably withheld, conditioned or delayed.

Wherever this Agreement refers to performance by a specific time, or in accordance with the Schedule of Performance, such times shall include any extensions pursuant to this Section 605. Subject to this Section 605, time is of the essence with respect to each provision of this Agreement.

F. [§ 606] Inspection of Books and Records

Prior to the recordation by the City of a Release of Construction Covenants for each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as contemplated by this Agreement, the City shall have the right at all reasonable times upon five (5) business days' written notice to inspect the books and records of Developer pertaining to the Project Site as pertinent to the purposes of this Agreement when needed by the City to: (1) determine the final Remediation Cost Adjustment to the Purchase Price, (2) establish the evidence of financing referred to in Section 226; (3) determine the Excess Purchase Price, if any; and (3) determine amounts necessary to cure under Section 318 and 319.

G. [§ 607] Approvals

Except where this Agreement expressly provides for an approval of either party in its sole discretion, approvals required of the City or Developer shall not be unreasonably withheld, conditioned or delayed.

H. [§ 608] No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the City and Developer, and no other Person shall have any rights or causes of action against either the City or Developer hereon or hereunder nor shall any third party beneficiaries be established in any way

by this Agreement. The City and Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any Persons not signatory to this Agreement, including, without limitation, any brokers that may represent the parties to this transaction.

I. [§ 609] Attorneys' Fees

If any litigation is commenced between the parties to this Agreement concerning any provision of this Agreement, including all attachments hereto, or the rights and obligations of any party, the parties to this Agreement hereby agree that the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted by the court, to a reasonable sum as and for its attorneys' fees in that litigation which shall be determined by the court in that litigation or in a separate action brought for that purpose.

J. [§ 610] Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

K. [§ 611] Severability

Except as is otherwise specifically provided for in any Development Agreement entered into between the City and Developer, the invalidation of any provision of this Agreement, or of its application to either party, by judgment or court order shall not affect any other provision of this Agreement or its application to any party or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purposes of this Agreement.

VII. [§ 700] SPECIAL PROVISIONS

A. [§ 701] Employment and Training Agreement

Notwithstanding anything contained in this Agreement to the contrary, Developer hereby agrees to comply and/or cause the compliance with the contracting as well as employment and training requirements set forth in the Employment and Training Agreement, which is attached to this Agreement as **Attachment No. 8**.

B. [§ 702] Relocation of City Well

City shall relocate the City-owned and operated potable water well from its existing location on the City Parcels as set forth on **Attachment No. 1** (the "Existing Well Site"), to its new location of-site location, as set forth on **Attachment No. 1** (the "New Well Site"). All such expenses attributable to the well relocation and new well construction shall be at Developer's sole cost and expense and in accordance with a budget prepared by the City and approved by Developer. The new well improvements shall be constructed substantially in accordance with plans and specifications approved by the City and Developer. The City shall (i) decommission and destroy

the existing well in accordance with all applicable laws, orders, rules or regulations of any governmental authority (including, but not limited to California Department of Water Resources Bulletins 74-81 and 74-90), (ii) remove any portions of the existing improvements or equipment on the Existing Well Site as the City desires; (iii) terminate electric power service to the Existing Well Site; and (iv) seal the valve that cuts the exiting well off from the City's well water transmission main, each within the time period set forth in the Schedule of Performance, so that Developer may complete the demolition of the Existing Well Site after the Closing Date. The City shall complete the construction of the new well improvements on the New Well Site after the Closing Date within the time period set forth in the Schedule of Performance. The City shall terminate all agreements relating to the Existing Well Site within the time period set forth in the Schedule of Performance, including, without limitation, all agreements with West Basin Municipal Water District relating to the Existing Well Site.

C. [§ 703] Point of Sale

To the extent legally permissible, and subject to applicable law, Developer shall designate, and shall use commercially reasonable efforts to cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Project Site in excess of Five Hundred Thousand Dollars (\$500,000), subject to the requirements of the California Board of Equalization during construction thereof.

VIII. [§ 800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in five (5) duplicate originals each of which is deemed to be an original. This Agreement includes Fifty-Six (56) pages and eight (8) attachments which constitute the entire understanding and agreement of the parties.

This Agreement, along with that certain Marketing Coordination Agreement by and between City and Developer of even date herewith and the Development Agreement, constitute the entire agreement of the parties hereto with respect to the disposition of the Project Site to Developer and integrates all of the terms and conditions mentioned herein or incidental hereto, and all agreements or understandings or representations between the parties. This Agreement supersedes the ENA and all negotiations or previous agreements between the parties related to the ENA.

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any of the Grant Deeds providing for the conveyance of the Project Site and this Agreement shall continue in full force and effect with respect to the Project Site from the date on which this Agreement is executed by the City until a Release of Construction Covenants is recorded for the Project Site as applicable.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

This Agreement and any provisions hereof may be amended by mutual written agreement by Developer and the City and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, or any other person or entity having an interest in the Project Site. The City Manager (without any obligation to do so) and Developer may approve minor amendments to this Agreement (which shall not include changes related to monetary contributions or payments by Developer) by written agreement without a public hearing to the extent permitted by applicable laws, statutes, rules and regulations, including without limitation California Government Code Section 65868; provided however, the City Manager shall have the sole discretion to seek such approval by the City Council.

IX. [§ 900] TIME FOR ACCEPTANCE OF AGREEMENT BY THE CITY; DATE OF AGREEMENT

This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City to Developer within thirty (30) days after this Agreement is signed by Developer, or the offer to enter into this Agreement may be revoked by Developer on written notice to the City. This Agreement shall be effective as of the Effective Date.

[signatures follow on next page]

THE CITY:

CITY OF INGLEWOOD,
a municipal corporation

Dated: _____

By: _____
James T. Butts, Jr.
Mayor

DEVELOPER:

MURPHY'S BOWL LLC,
a Delaware limited liability company

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER AND BERKMAN
City Special Counsel

By: _____
Royce K. Jones, Esq.

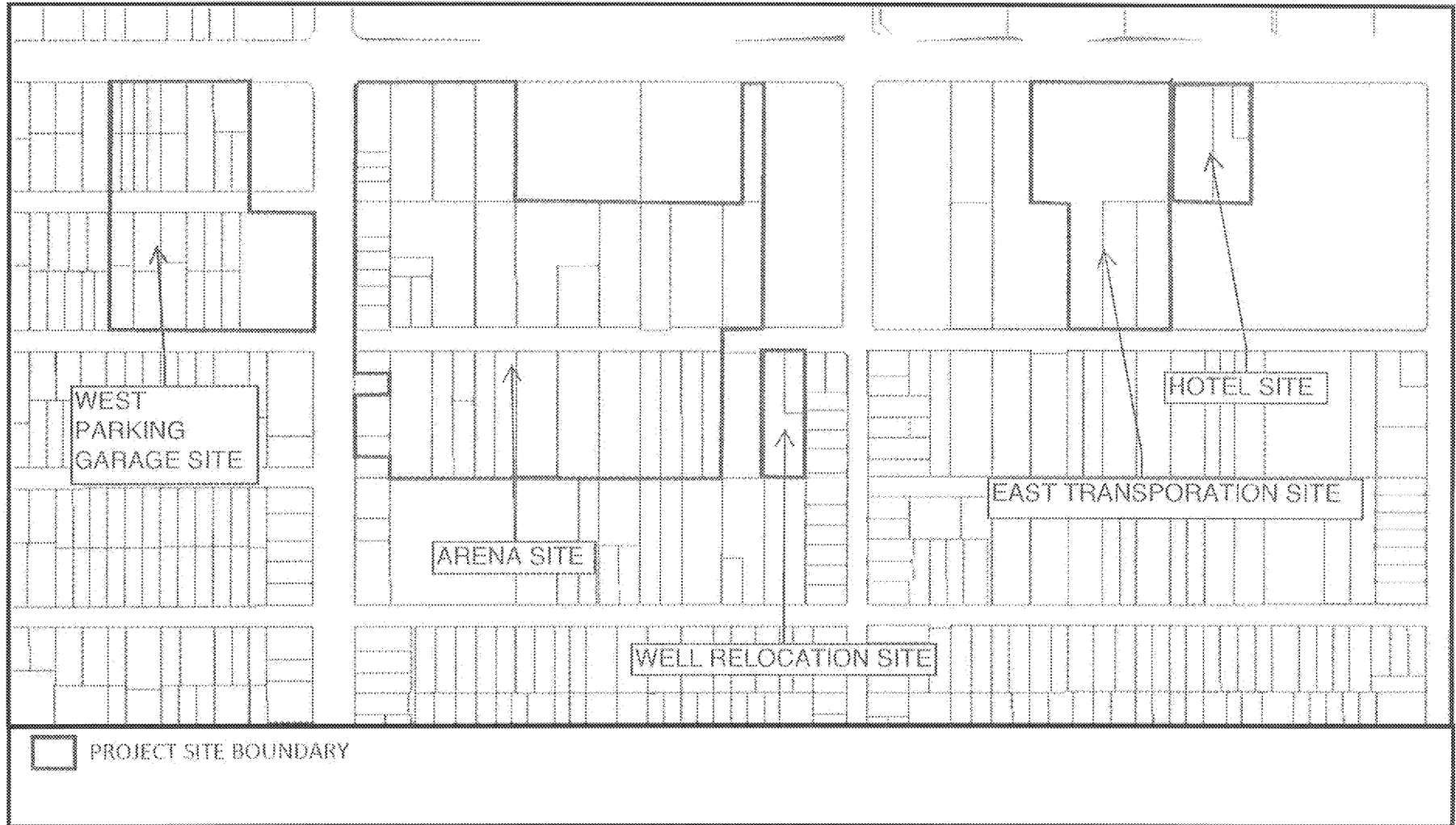
[signatures continue on next page]

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ATTACHMENT NO. 1 DEPICTION OF PROJECT SITE



ATTACHMENT NO. 2-A

CITY PARCELS LEGAL DESCRIPTION

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST ONE HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THEREFROM THE NORTHERLY 139.53 FEET THEREOF.

APN: 4034-004-911

PARCEL 2:

THE NORTH 139.53 FEET OF THE WEST HALF OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-909

PARCEL 3:

THE WESTERLY 42.25 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 139 FEET THEREOF.

APN: 4034-004-902

PARCEL 4:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 564; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN SAID WESTERLY LINE THAT IS DISTANT NORTHERLY THEREON 163.04 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.56 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-907

PARCEL 5:

LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 564; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID 31.56 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.56 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-900

PARCEL 6:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 564, RUNNING THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 139.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.5625 FEET

PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 564; THENCE NORTHERLY A DISTANCE OF 139.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 564 A DISTANCE OF 31.5625 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-910

PARCEL 7:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 564 OF TRACT NO. 211, SAID POINT BEING 31.56 ¼ FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 564; RUNNING THENCE IN A NORTHERLY DIRECTION, A DISTANCE OF 164.535 FEET PARALLEL WITH THE EASTERLY LINE OF SAID LOT 564; THENCE WESTERLY A DISTANCE OF 31.56 ¼ FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE EAST HALF OF SAID LOT 564, A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTHERN BOUNDARY OF LOT 564; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-903

PARCEL 8:

LOT 562, TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 139 FEET OF SAID LOT.

ALSO EXCEPT THEREFROM THE WESTERLY 42.25 FEET OF SAID LOT.

ALSO EXCEPT THEREFROM THE EASTERLY 42 FEET OF SAID LOT.

APN: 4034-004-904

PARCEL 9:

ALL THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 564, RUNNING THENCE IN A NORTHERLY DIRECTION A DISTANCE OF 164.535 FEET ALONG THE EASTERLY LINE OF SAID LOT 564; THENCE WEST A DISTANCE OF 31.564 FEET PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 564; THENCE SOUTHERLY A DISTANCE OF 164.535 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID LOT 564; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOT 564, A DISTANCE OF 31.564 FEET TO THE POINT OF BEGINNING.

APN: 4034-004-901

PARCEL 10A:

THE EAST 31.56 FEET OF THE NORTH 139.57 FEET OF THE SOUTH 164.57 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10B:

THE WEST 31.56 FEET OF THE EAST 63.12 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 139.5 FEET THEREOF.

PARCEL 10C:

THE EAST 63.125 FEET OF THE NORTH 139.5 FEET OF LOT 563 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 17 FEET THEREOF.

APN: 4034-004-913

PARCEL 11:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY OF SAID LOT, DISTANT 31.56 ¼ FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 139.535 FEET TO THE NORTH LINE OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5284, PAGE 134 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST 31.56 ¼ FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID EAST LINE 139.535 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 31.56 ¼ FEET TO THE POINT OF BEGINNING.

APN: 4034-004-905

PARCEL 12:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 564, DISTANT EASTERLY THEREON 31.56 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 564; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 163.04 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-906

PARCEL 13:

THE WESTERLY 84 FEET OF THE NORTHERLY 139 FEET OF LOT 562 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-004-912

PARCEL 14:

THAT PORTION OF LOT 564 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 564 THAT IS DISTANT EASTERLY THEREON, 31.56 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN A LINE DRAWN PARALLEL WITH AND DISTANT NORTHERLY AT RIGHT ANGLES, 163.04 FEET FROM THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE SO DRAWN, 31.61 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE WEST ONE-HALF OF SAID LOT 564; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 141.03 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 31.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 4034-004-908

PARCEL 15:

THE NORTHERLY 33 1/3 FEET OF THE SOUTHERLY 116.67 FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-906

PARCEL 16:

THE EAST 96 FEET OF THE SOUTH 158 FEET OF LOT 19, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME

CHARACTER HEREINBEFORE GENERALLY DESCRIBED IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 FEET OR MORE BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND AS RESERVED IN A DEED RECORDED OCTOBER 25, 1973 AS INSTRUMENT NO. 1764 OF OFFICIAL RECORDS.

APN: 4032-001-902

PARCEL 17:

LOT 3 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-913

PARCEL 18:

LOT 4 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-912

PARCEL 19:

THE NORTH 41.5 FEET OF THE SOUTH 186.08 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-907

PARCEL 20:

PARCEL A OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-909

PARCEL 21:

LOT 21 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 6.00 FEET AS CONDEMNED FOR RIGHT-OF-WAY EASEMENTS AND PUBLIC STREET PURPOSES IN SUPERIOR COURT CASE NO. 506 432, RECORDED OCTOBER 23, 1985 AS INSTRUMENT NO. 85-1252150 OF OFFICIAL RECORDS.

APN: 4032-001-911

PARCEL 22:

THE NORTH 83 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-910

PARCEL 23:

THE SOUTH 35 FEET OF THE NORTH 118 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-908

PARCEL 24:

PARCEL B OF PARCEL MAP NO. 4672, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-905

PARCEL 25:

THE NORTH 40 FEET OF THE SOUTH 144.58 FEET OF LOT 24 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-904

PARCEL 26A:

LOT 22 AND THE NORTH 125 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 26B:

AN EASEMENT FOR DRIVEWAY PURPOSES OVER THE EASTERLY 12 INCHES OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 125 FEET THEREOF.

APN: 4032-001-903

PARCEL 27:

LOT 31 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS

CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 23, 1975 AS INSTRUMENT NO. 3074 OF OFFICIAL RECORDS.

APN: 4032-007-905

PARCEL 28:

THE WEST 50 FEET OF LOT 32 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-902

PARCEL 29:

THE EAST 50 FEET OF THE NORTH 150 FEET OF LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-007-904

PARCEL 30A:

THE EAST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 30B:

AN EASEMENT FOR COMMUNITY DRIVEWAY PURPOSES, OVER THAT PORTION OF THE WEST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT WESTERLY 11.50 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF THE WEST HALF OF SAID LOT, WITH THE NORTHERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 280.00 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 25.00 FEET MEASURED AT

RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO A LINE PARALLEL WITH SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT AND DISTANT EASTERLY 5.80 FEET, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 58.20 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF SAID LOT, 4.92 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT AND DISTANT EASTERLY 11.00 FEET, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 179.20 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF SAID LOT, 4.90 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 6.10 FEET, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE POINT OF BEGINNING.

APN: 4032-007-903

PARCEL 31A:

THE WEST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 31B:

AN EASEMENT FOR COMMUNITY DRIVEWAY PURPOSES, OVER THAT PORTION OF THE EAST HALF OF LOT 33 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT WESTERLY 11.50 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF THE WEST HALF OF SAID LOT, WITH THE NORTHERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 280.00 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 25.00 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO A LINE PARALLEL WITH SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT AND DISTANT EASTERLY 5.80 FEET, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 58.20 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF SAID LOT, 4.92 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT AND

DISTANT EASTERLY 11.00 FEET, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 179.20 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF SAID LOT, 4.90 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 6.10 FEET, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE OF THE WEST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE POINT OF BEGINNING.

APN: 4032-007-901

PARCEL 32:

LOT 35 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 50 FEET OF THE NORTHERLY 150 FEET OF SAID LOT.

ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER THE HEREIN DESCRIBED LAND, AS RESERVED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED IN BOOK 16106, PAGE 178 OF OFFICIAL RECORDS.

APN: 4032-007-900

PARCEL 33:

THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 25 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-903

PARCEL 34:

INTENTIONALLY DELETED.

PARCEL 35:

THE WEST 50 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-908

PARCEL 36:

LOT 30 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-902

PARCEL 37:

THE EAST 50 FEET OF THE NORTH 120 FEET OF LOT 27 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-904

PARCEL 38:

LOT 26 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-907

PARCEL 39:

LOT 29 OF THE LOCKHAVEN TRACT, SHEET NO. 1, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBONS, MINERALS AND FISSIONABLE SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH

OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY TO EXTRACT SAID SUBSTANCES, AS RESERVED IN DOCUMENT RECORDED MARCH 31, 1976 AS INSTRUMENT NO. 2547 OF OFFICIAL RECORDS.

APN: 4032-008-900

PARCEL 40:

THE EAST 50 FEET OF LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-905

PARCEL 41:

LOT 28 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 50 FEET THEREOF.

ALSO EXCEPT ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED AUGUST 01, 1975 AS INSTRUMENT NO. 4617 OF OFFICIAL RECORDS.

APN: 4032-008-901

PARCEL 42:

THE EAST 23.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558, AND THE WEST 21 FEET OF THE SOUTH 139.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF

INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-906

PARCEL 43:

THE WEST ONE-HALF OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 165 FEET THEREOF.

ALSO EXCEPT THEREFROM THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-908

PARCEL 44:

THE EASTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 558, AND THE WESTERLY 21 FEET OF THE NORTHERLY 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-912

PARCEL 45:

THE NORTH 150 FEET OF THE WEST HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-910

PARCEL 46:

THE WEST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 150 FEET THEREOF.

APN: 4034-005-902

PARCEL 47:

THE WEST 42.125 FEET OF THE EAST 63.125 FEET OF THE NORTH 165 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 25 FEET THEREOF.

APN: 4034-005-911

PARCEL 48:

THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 139.50 FEET THEREOF.

APN: 4034-005-909

PARCEL 49:

THE WEST 40 FEET OF THE EAST 83.125 FEET OF THE SOUTH 139.07 FEET OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-907

PARCEL 50:

THE NORTH 165 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY ONE-HALF THEREOF AND THE WESTERLY 21 FEET THEREOF.

APN: 4034-005-905

PARCEL 51:

THE WEST ONE-HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 144 FEET THEREOF.

APN: 4034-005-904

PARCEL 52:

THE SOUTH 139.50 FEET OF THE EAST ONE-HALF OF LOT 557 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-903

PARCEL 53:

THE NORTH 144 FEET OF THE WEST HALF OF LOT 558 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-901

PARCEL 54A:

THE EAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 54B:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-900

PARCEL 55:

LOT 15 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-917

PARCEL 56:

THE WEST 73 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM, AND OTHER MINERAL AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED, DEPOSITED IN, LYING UNDER, OR FLOWING THROUGH, OR THAT MAY BE PRODUCED FROM SAID LAND, TOGETHER WITH ALL RIGHTS TO EXPLORE FOR AND REMOVE THE SAME AND THE EXCLUSIVE RIGHT TO MAINTAIN SHAFTS, PIPES AND OTHER MEANS OF CONNECTION TO EXPLORE FOR AND REMOVE LIKE SUBSTANCES IN OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, PLUS THE EXCLUSIVE RIGHT TO REMOVE LIKE SUBSTANCES IN ANY MANNER FROM OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, INCLUDING BUT NOT BY WAY OF LIMITATION, THE SOLE AND EXCLUSIVE RIGHT TO SLANT DRILL WELLS, THE SURFACE OR MARBLEHEAD LOCATIONS OF WHICH ARE ON OTHER LANDS, IN AND THROUGH THE SUBSURFACE OF THE SAID LAND FOR THE PRODUCTION OF ANY OR ALL WATER, OIL, NAPHTHA, GAS, PETROLEUM AND OTHER MINERALS AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED FROM SAID LAND AND ANY OTHER PROPERTY, WHETHER ONE PRODUCING INTERVAL OF ANY SUCH WELL IS WITHIN OR OUTSIDE OF THE

SUBSURFACE OF SAID LAND, AS RESERVED BY A. J. HEATHERINGTON, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 3048, IN BOOK D-4191, PAGE 694 OF OFFICIAL RECORDS.

APN: 4032-002-915

PARCEL 57:

LOT 18 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS.

APN: 4032-002-916

PARCEL 58:

LOT 16 AND THE EAST 27 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND

RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS.

APN: 4032-002-914

PARCEL 59:

LOT 28 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY DESCRIBED HEREIN, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, BY FINAL CONDEMNATION, CASE NO. BC 002 446, RECORDED SEPTEMBER 27, 1993 AS INSTRUMENT NO. 93-1880751 OF OFFICIAL RECORDS.

APN: 4032-003-915

PARCEL 60A:

LOTS 5, 6 AND 29 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60B:

LOTS 7 AND 8 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 60C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 10 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS

PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-914

PARCEL 61:

LOT 27 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-912

PARCEL 62:

THE SOUTH 104.58 FEET OF LOT 24 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY FREDERICK W. STOOPS AND GERTRUDE M. STOOPS IN DEED RECORDED MARCH 30, 1984 AS INSTRUMENT NO. 84-386190 OF OFFICIAL RECORDS.

APN: 4032-001-900; 4032-001-901

PARCEL 63:

THE EAST HALF, FRONT AND REAR, OF LOT 10 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-913

PARCEL 64:

THE EAST 50 FEET OF LOT 10 AND THE SOUTHERLY 152.04 FEET OF LOT 11, BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE SOUTHERLY 152.04 FEET OF LOT 11 BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN GRANT DEED FROM EDWARD PIERT AND MARY FRANCES PIERT RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-913

PARCEL 65:

THE NORTH HALF OF LOT 11 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PE MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE NORTHERLY 152.04 FEET OF SAID LAND BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS ALSO EXCEPT THEREFROM ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF

THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN GRANT DEED FROM EDWARD PIERT AND MARY FRANCES PIERT RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-914

ATTACHMENT NO. 2-B

RIGHT-OF-WAY AREAS LEGAL DESCRIPTION

[Portion of 101st Street]

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 25 FEET OF THE WESTERLY 84 FEET OF LOT 562, THE SOUTH 25 FEET OF LOTS 563 AND 564, THE NORTH 25 FEET OF LOTS 557 AND 558, AND THE NORTH 25 FEET OF THE WESTERLY 84 FEET OF LOT 559, OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 15, PAGES 50 AND 51 OF MAPS, OF LOS ANGELES COUNTY RECORDS.

EXCEPTING THE MINERALS AS SAID EXCEPTION IS SHOWN IN DEED RECORDED MARCH 8, 1993 AS INSTRUMENT NO. 432501 AND ORDER OF CONDEMNATION RECORDED DECEMBER 27, 1996 AS INSTRUMENT NO. 2091711, AS TO LOT 559.

[Portion of 102nd Street]

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT CERTAIN PARCEL OF LAND LOCATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE NORTH HALF OF 102ND STREET, FORMERLY KNOWN AS WILLOW STREET, AS SHOWN UPON THE MAP OF THE LOCKHAVEN TRACT AS PER MAP ON FILE IN BOOK 17, PAGE 87 OF MAPS, LOS ANGELES COUNTY RECORDS LYING ADJACENT TO LOTS 16 THROUGH 24, INCLUSIVE OF SAID LOCKHAVEN TRACT, AS SAID INTEREST PASSES BY OPERATION OF LAW BY A CONVEYANCE OF SAID LOTS.

EXCEPT THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 FEET OR MORE BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND AS RESERVED IN A DEED RECORDED OCTOBER 25, 1973 AS INSTRUMENT NO. 1764 OF OFFICIAL RECORDS,

AS TO THE PORTION WITHIN AND ADJACENT TO THE EAST 96 FEET OF SAID LOT 19.

ALSO EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM, AND OTHER MINERAL AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED, DEPOSITED IN, LYING UNDER, OR FLOWING THROUGH, OR THAT MAY BE PRODUCED FROM SAID LAND, TOGETHER WITH ALL RIGHTS TO EXPLORE FOR AND REMOVE THE SAME AND THE EXCLUSIVE RIGHT TO MAINTAIN SHAFTS, PIPES AND OTHER MEANS OF CONNECTION TO EXPLORE FOR AND REMOVE LIKE SUBSTANCES IN OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, PLUS THE EXCLUSIVE RIGHT TO REMOVE LIKE SUBSTANCES IN ANY MANNER FROM OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, INCLUDING BUT NOT BY WAY OF LIMITATION, THE SOLE AND EXCLUSIVE RIGHT TO SLANT DRILL WELLS, THE SURFACE OR MARBLEHEAD LOCATIONS OF WHICH ARE ON OTHER LANDS, IN AND THROUGH THE SUBSURFACE OF THE SAID LAND FOR THE PRODUCTION OF ANY OR ALL WATER, OIL, NAPHTHA, GAS, PETROLEUM AND OTHER MINERALS AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED FROM SAID LAND AND ANY OTHER PROPERTY, WHETHER ONE PRODUCING INTERVAL OF ANY SUCH WELL IS WITHIN OR OUTSIDE OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY A. J. HEATHERINGTON, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 3048, IN BOOK D-4191, PAGE 694 OF OFFICIAL RECORDS, AS TO PORTION WITHIN AND ADJACENT TO THE WEST 73 FEET OF SAID LOT 17.

ALSO EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS, AS TO PORTION WITHIN AND ADJACENT TO SAID LOT 18.

ALSO EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE.

OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS, AS TO PORTION WITHIN AND ADJACENT TO SAID LOT 16 AND THE EAST 27 FEET OF LOT 17.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY FREDERICK W. STOOPS AND GERTRUDE M. STOOPS IN DEED RECORDED MARCH 30, 1984 AS INSTRUMENT NO. 84-386190 OF OFFICIAL RECORDS, AS TO PORTION ADJACENT TO SAID LOT 24.

PARCEL 2:

THAT CERTAIN PARCEL OF LAND LOCATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF 102ND STREET LYING ADJACENT TO PARCEL 1 OF PARCEL MAP NO. 21391 RECORDED IN BOOK 226, PAGE 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THAT PASSES BY OPERATION OF LAW BY A CONVEYANCE OF SAID PARCEL 1, EXCEPTING ANY PORTION LYING WITHIN THE NORTH HALF OF 102ND STREET, FORMERLY WILLOW STREET AS SHOWN ON THE LOCKHAVEN TRACT, AS PER MAP ON FILE IN BOOK 17, PAGE 87 OF MAPS, LOS ANGELES COUNTY RECORDS.

PARCEL 3:

THOSE CERTAIN PARCELS OF LAND LOCATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 6 FEET OF LOTS 16, 18, 19, 21, 22 AND 23 AND SOUTH 6 FEET OF THE EAST 27 FEET OF LOT 17, AS SAID LOTS ARE SHOWN UPON THE MAP OF THE LOCKHAVEN TRACT AS PER MAP ON FILE IN BOOK 17, PAGE 87 OF MAPS, LOS ANGELES COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 FEET OR MORE BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND AS RESERVED IN A DEED RECORDED OCTOBER 25, 1973 AS INSTRUMENT NO. 1764 OF OFFICIAL RECORDS,

AS TO THE PORTION WITHIN AND ADJACENT TO THE EAST 96 FEET OF SAID LOT 19.

ALSO EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS, AS TO PORTION WITHIN AND ADJACENT TO SAID LOT 18.

ALSO EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS, AS TO PORTION WITHIN AND ADJACENT TO SAID LOT 16 AND THE EAST 27 FEET OF LOT 17.

PARCEL 4:

THAT CERTAIN PARCEL OF LAND LOCATED IN THE CITY OF INGLEWOOD COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THE SOUTH HALF OF 102ND STREET, FORMERLY KNOWN AS WILLOW STREET, AS SHOWN UPON THE MAP OF THE LOCKHAVEN TRACT, AS PER MAP ON FILE IN BOOK 17, PAGE 87 OF MAPS, LOS ANGELES COUNTY RECORDS, LYING ADJACENT TO LOTS 25 THROUGH 33, INCLUSIVE OF SAID LOCKHAVEN TRACT AS SAID INTEREST PASSES BY OPERATION OF LAW BY A CONVEYANCE OF SAID LOTS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND

OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 23, 1975 AS INSTRUMENT NO. 3074 OF OFFICIAL RECORDS, AS TO THE PORTION ADJACENT TO SAID LOT 31.

ALSO EXCEPT ALL OIL, GAS, HYDROCARBONS, MINERALS AND FISSIONABLE SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY TO EXTRACT SAID SUBSTANCES, AS RESERVED IN DOCUMENT RECORDED MARCH 31, 1976 AS INSTRUMENT NO. 2547 OF OFFICIAL RECORDS, AS TO THE PORTION ADJACENT TO SAID LOT 29.

ALSO EXCEPT ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES LYING IN OR UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET OR MORE BELOW THE SURFACE OF THE REAL PROPERTY HEREAFTER DESCRIBED, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES OR OTHER USE OR RIGHTS IN AND TO ANY PORTION OF THE SURFACE THEREOF TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SUBSTANCES FROM ANY PORTION THEREOF WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS CONVEYED TO FIRST PIONEER CO., A CALIFORNIA CORPORATION, IN DEED RECORDED AUGUST 01, 1975 AS INSTRUMENT NO. 4617 OF OFFICIAL RECORDS, AS TO THE PORTION ADJACENT TO SAID LOT 28.

ATTACHMENT NO. 2-C

PEDESTRIAN BRIDGE AIRSPACE LEGAL DESCRIPTIONS

PEDESTRIAN BRIDGE AIRSPACE (SOUTH PRAIRIE AVENUE)

THAT PORTION OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES 32.00 FEET IN WIDTH OVER AND ABOVE THAT PORTION OF WEST 101ST STREET AND SOUTH PRAIRIE AVENUE AS SHOWN ON TRACT MAP NO. 211, RECORDED IN BOOK 15, PAGES 50 TO 51 OF MAPS, INCLUSIVE, AND THE LOCKHAVEN TRACT RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAID WEST 101ST STREET AND SOUTH PRAIRIE AVENUE;

THENCE SOUTH $00^{\circ}06'07''$ WEST ALONG THE CENTERLINE OF SAID SOUTH PRAIRIE AVENUE 10.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE CENTERLINE OF SAID 32 FEET WIDE EASEMENT;

THENCE NORTH $71^{\circ}00'00''$ EAST ALONG SAID CENTERLINE 52.91 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PRAIRIE AVENUE, 100 FEET WIDE;

THENCE REVERSING COURSE SOUTH $71^{\circ}00'00''$ WEST ALONG SAID CENTERLINE 105.82 FEET, MORE OR LESS, TO THE CORNER CUTBACK OF THE WESTERLY RIGHT OF WAY OF SAID SOUTH PRAIRIE AVENUE AND SOUTHERLY RIGHT OF WAY LINE OF WEST 101ST STREET.

THE SIDELINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE RIGHT OF WAY LINES OF SAID SOUTH PRAIRIE AVENUE AND WEST 101ST STREET.

THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE AT ELEVATION 104.40 FEET;
AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE AT ELEVATION 124.40 FEET.

THE BASIS OF ELEVATIONS CONTAINED HEREIN IS: COUNTY OF LOS ANGELES BENCH MARK NO. Y-6853, BEING A COUNTY SURVEYOR BENCH MARK MONUMENT IN WELL, 300MM WEST OF CURB FACE, 6.7M SOUTH OF BCR AT THE

SOUTHWEST CORNER OF CRENSHAW BOULEVARD AND MANCHESTER BOULEVARD, AND BEING 31.7M SOUTH AND 12.2M WEST OF THE CENTERLINE INTERSECTION AND MARKED "BM 27-66, 1953, RE 63", AND BEING WATTS QUAD ELEVATION = 216.591 FEET, NAVD88, QUAD YEAR 1995, 2000 ADJUSTMENT.

PEDESTRIAN BRIDGE AIRSPACE (WEST CENTURY BOULEVARD)

THAT PORTION OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES 32.00 FEET IN WIDTH OVER AND ABOVE THAT PORTION OF WEST CENTURY BOULEVARD AS SHOWN ON THE LOCKHAVEN TRACT RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, THE WESTERLY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WEST CENTURY BOULEVARD AND SOUTH PRAIRIE AVENUE;

THENCE SOUTH 89°51'16" EAST ALONG THE CENTERLINE OF SAID WEST CENTURY BOULEVARD 274.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF SAID 32 FEET WIDE EASEMENT;

THENCE EXTENDING SAID WESTERLY LINE NORTHERLY AND SOUTHERLY AT RIGHT ANGLES TO SAID CENTERLINE OF WEST CENTURY BOULEVARD TO THE NORTHERLY AND SOUTHERLY RIGHT OF WAY LINES OF SAID WEST CENTURY BOULEVARD.

THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE AT ELEVATION 106.50 FEET;
AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE AT ELEVATION 126.50 FEET.

THE BASIS OF ELEVATIONS CONTAINED HEREIN IS: COUNTY OF LOS ANGELES BENCH MARK NO. Y-6853, BEING A COUNTY SURVEYOR BENCH MARK MONUMENT IN WELL, 300MM WEST OF CURB FACE, 6.7M SOUTH OF BCR AT THE SOUTHWEST CORNER OF CRENSHAW BOULEVARD AND MANCHESTER BOULEVARD, AND BEING 31.7M SOUTH AND 12.2M WEST OF THE CENTERLINE INTERSECTION AND MARKED "BM 27-66, 1953, RE 63", AND BEING WATTS QUAD ELEVATION = 216.591 FEET, NAVD88, QUAD YEAR 1995, 2000 ADJUSTMENT.

ATTACHMENT NO. 2-D

PRIVATE PARCELS LEGAL DESCRIPTION

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF THE LOCKHAVEN TRACT IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 116.67 FEET THEREOF.

APN: 4032-001-039

PARCEL 2:

LOT 2 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT ANY RIGHT OF SURFACE ENTRY, AS RESERVED BY ROBERT KING SMIGEL AND SUZAN K. SMIGEL, HUSBAND AND WIFE, AS TO AN UNDIVIDED FOUR-FIFTHS INTEREST; ALVIN WEINSTEIN, AN UNMARRIED MAN, AS TO AN UNDIVIDED ONE-FIFTH INTEREST, BY DEED RECORDED MARCH 5, 1974 AS INSTRUMENT NO. 901 IN BOOK D6190, PAGE 241 OF OFFICIAL RECORDS.

APN: 4032-001-049

PARCEL 3:

THE NORTH 33 1/3 FEET OF THE SOUTH 83 1/3 FEET OF LOT 1 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-005

PARCEL 4:

THE SOUTH FIFTY (50) FEET OF LOT 1 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-006

PARCEL 5:

PARCEL A:

THE SOUTH 46 FEET OF THE NORTH 171 FEET OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

AN EASEMENT FOR DRIVEWAY PURPOSES OVER THE EASTERLY 12 INCHES OF LOT 23 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, AS PER MAP RECORDED IN BOOK 17 PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 171 FEET THEREOF.

APN: 4032-001-033

PARCEL 6:

PARCEL 1 OF PARCEL MAP NO. 21391, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 226 PAGE(S) 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-001-048

PARCEL 7:

THE NORTH 54.04 FEET OF LOT 25 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE(S) 87, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-001

PARCEL 8:

PARCEL A:
THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 25 OF LOCKHAVEN TRACT,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

PARCEL B:
THE NORTH 50 FEET OF THE SOUTH 150 FEET OF LOT 25 OF LOCKHAVEN TRACT,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

APN: 4032-008-035

PARCEL 9:

THE SOUTHERLY 184.09 FEET OF THE EAST ONE HALF OF LOT 27 OF LOCKHAVEN
TRACT, IN THE CITY OF INGLEWOOD, AS PER BOOK 17, PAGE 87 OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-008-034

PARCEL 10:

THE EAST 50 FEET OF LOT 32, LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN
BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE L.A. COUNTY RECORDER.

APN: 4032-007-035

ATTACHMENT NO. 2-E

HOTEL SITE LEGAL DESCRIPTION

THE LAND IS SITUATED IN THE CITY OF INGLEWOOD, THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE EAST 50 FEET OF LOT 10 AND THE SOUTHERLY 152.04 FEET OF LOT 11, BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE SOUTHERLY 152.04 FEET OF LOT 11 BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON, SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-913

PARCEL B:

THE NORTH HALF OF LOT 11 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE NORTHERLY 152.04 FEET OF SAID LAND BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AS RESERVED IN DEED RECORDED FEBRUARY 28, 1985, AS INSTRUMENT NO. 85-229983, OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-914

PARCEL C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PORTION APN: 4032-003-914

ATTACHMENT NO. 3

PROJECT BUDGET

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER
 PROJECT BUDGET
 08/24/2020

II. FEASIBILITY, CONCEPTUAL DESIGN, & ENTITLEMENTS		
A.1	DUE DILIGENCE, FINANCIAL MODEL, CEQA STREAMLINING	\$ 9,726,000
A.2	MASTER PLANNING & CONCEPTUAL DESIGN	\$ 4,289,000
A.3	ENVIRONMENTAL REVIEW, LEGAL, & ENTITLEMENT COSTS	\$ 56,828,000
A.4	COMMUNITY ENGAGEMENT	\$ 6,946,000
A.5	DEVELOPMENT MANAGEMENT, LAND APPRAISALS, & CONTINGENCY	\$ 10,057,000
TOTAL FEASIBILITY, CONCEPTUAL DESIGN, & ENTITLEMENTS COSTS =		\$ 87,846,000

III. LAND ACQUISITION		
B.1	CITY & AGENCY LAND ACQUISITION	\$ 66,250,000
B.2	CREDIT FOR SOIL REMEDIATION COSTS	\$ (4,721,000)
B.3	PRIVATE PARCEL ACQUISITION	TBD
B.4	CLOSING COSTS	\$ 536,000
B.5	LEGAL FEES	TBD
B.6	OTHER ACQUISITION COSTS	\$ 998,000
TOTAL LAND ACQUISITION COSTS =		\$ 63,063,000

IV. OYER FEES		
C.1. DESIGN AND PROFESSIONAL SERVICES		
a.	Architectural fees	\$ 46,134,000
b.	Other Owner Consultants	\$ 9,021,000
c.	Reimbursable Expenses	\$ 2,381,000
B.1 TOTAL DESIGN AND PROFESSIONAL SERVICES =		\$ 57,536,000
C.2. PROJECT MANAGEMENT & ADMINISTRATION		
a.	Developer / Project Management Fee & Reimbursables	\$ 23,281,000
b.	FP&E Administration	\$ 1,563,000
c.	Project Office	\$ 560,000
d.	Workforce Outreach / Public Relations	\$ 1,586,000
e.	Parking / Shuttles	\$ 720,000
f.	NBA Costs	\$ 85,000
B.2 TOTAL PROJECT MANAGEMENT & ADMINISTRATION =		\$ 27,795,000

C.3 LEGAL, ACCOUNTING AND AUDIT		
a. Legal	\$	6,830,000
b. Accounting & Audit	\$	1,752,000
B.3 TOTAL LEGAL, ACCOUNTING AND AUDIT =		\$ 8,632,000
C.4 PERMITTING & FEES		
a. Plan Check & Permitting Fees	\$	19,074,000
b. Testing & Inspections	\$	11,359,000
c. Art Program	\$	6,793,000
d. City Non-Residential Construction Tax	\$	8,793,000
e. Utilities / Fees	\$	7,397,000
f. Impact Fees	\$	32,053,000
B.4 TOTAL PERMITTING & FEES =		\$ 87,469,000
C.5 INSURANCE & PROPERTY TAX		
a. Insurance	\$	31,300,000
b. Taxes	\$	21,258,000
B.5 TOTAL INSURANCE & PROPERTY TAX =		\$ 52,558,000
C.6 SALES & MARKETING		
a. Sales Center / Sponsor Integration	\$	9,250,000
B.6 TOTAL SALES & MARKETING =		\$ 9,250,000
TOTAL SOFT COSTS =		\$ 249,240,000
D. HARD COSTS		
D.1 PRECONSTRUCTION		
a. Preconstruction Fees	\$	1,845,000
b. Preconstruction Expenses	\$	298,000
C.1 TOTAL PRECONSTRUCTION =		\$ 2,143,000
D.2 ENVIRONMENTAL REMEDIATION		
a. Soil Management Plan and Consulting	\$	600,000
b. Remediation	\$	5,000,000
C.2 TOTAL ENVIRONMENTAL REMEDIATION =		\$ 5,600,000
D.3 FF&E		
a. FF&E	\$	40,000,000
C.3 TOTAL FF&E =		\$ 40,000,000
D.4 CONSTRUCTION		
a. Site Development, Arena, Plaza, & Ancillary Buildings	\$	1,095,826,000
b. Parking Garages	\$	102,153,000
c. Transpiration Mitigation	\$	13,979,000
C.4 TOTAL CONSTRUCTION =		\$ 1,211,958,000
TOTAL HARD COSTS =		\$ 1,229,701,000

E. CONTINGENCY		
E.1 CONTINGENCY		
a. Owner Contingency	\$	54,257,000
TOTAL CONTINGENCY COSTS =		\$ 54,257,000
F. EXTRAORDINARY PUBLIC BENEFITS		
F.1 CREATION OF LOCAL JOBS & WORKFORCE EQUITY		
a. Minority/Disadvantaged Business Enterprise Participation Goals		Included Above
b. Local Employment Opportunities		Included Above
c. Job Fairs	\$	150,000
d. Workforce Outreach Coordination Program	\$	600,000
e. Job Training for Inglewood Residents	\$	250,000
f. Construction Opportunities for the Formerly Incarcerated	\$	150,000
g. Project Labor Agreement for Project Construction		Included Above
h. Leased Space to Inglewood Restaurant	\$	-
F.1 CREATION OF LOCAL JOBS & WORKFORCE EQUITY =		\$ 1,150,000
F.2 COMMITMENTS TO AFFORDABLE HOUSING & RENTER SUPPORT		
a. Funding for Affordable Housing & Renter Support	\$	75,000,000
b. First-Time Homeowners Assistance	\$	2,500,000
c. Emergency Support to Inglewood Residents	\$	3,000,000
d. Capacity Building for Housing-Focused Non-Profits	\$	250,000
F.2 COMMITMENTS TO AFFORDABLE HOUSING & RENTER SUPPORT =		\$ 80,750,000
F.3 REHABILITATION OF LIBRARY AND CREATION OF COMMUNITY CENTER		
	\$	6,000,000
F.4 SUPPORT FOR YOUTH AND EDUCATION		
a. After School Tutoring for Inglewood Students	\$	4,000,000
b. Youth Innovation and Design Campus	\$	500,000
c. Keeping Inglewood Students in School	\$	2,750,000
d. Opening Pathways to College for Inglewood Students	\$	1,000,000
e. College Scholarships for Inglewood Students	\$	4,500,000
F.4 SUPPORT FOR YOUTH AND EDUCATION =		\$ 12,750,000
F.5 IMPROVING INGLEWOOD PARKS		
	\$	300,000
F.6 USE OF ARENA FOR CHARITABLE CAUSES		
		TBD
F.7 ACCESS TO NBA GAMES FOR COMMUNITY GROUPS		
		TBD
TOTAL EXTRAORDINARY PUBLIC BENEFITS COSTS =		\$ 100,950,000
TOTAL PROJECT BUDGET =		\$ 1,816,057,000

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth outside dates for the performance of certain obligations of Developer and the City under the Agreement. The provision of any outside date shall not imply the waiver or satisfaction of any condition precedent required by the Agreement for the performance of the obligation involved. All outside dates may be extended by delays due to force majeure events or as otherwise provided for in the Agreement. All capitalized terms used but not defined in this Schedule of Performance shall have the meanings given such terms in the Agreement. In the event of an inconsistency between this Schedule of Performance and the Agreement, the Agreement shall prevail.

- | | |
|---|--|
| 1) Submit Application for SEC Design Drawing Review (§ 304) | Six (6) months prior to the Target Closing Date. |
| 2) Submit Application for SEC Improvement Plan Drawing Review (§ 304) | Six (6) months prior to the Target Closing Date. |
| 3) Finalize FAA Restrictions (§ 214) | Six (6) months prior to the Target Closing Date. |
| 4) Submit application to City for Hotel Site Lot Line Adjustment and Lot Merger (§ 212) | Six (6) months prior to Target Closing Date. |
| 5) Decommission and Destroy Existing Well Site (§ 702) | Ninety (90) days prior to the Target Closing Date. The City shall terminate all agreements relating to the Existing Well Site ninety (90) days prior to the Target Closing Date. |
| 6) Submit Evidence of Financing (§ 226) | Sixty (60) days prior to the Target Closing Date. |
| 7) City's Completion of Restoration Work (§§ 223, 313) | Sixty (60) days prior to the Target Closing Date. |
| 8) Acquisition of, and/or any Order(s) for Pre-Judgment Possession for, the Private Parcels (as applicable) | Target Acquisition/Possession Date: June 3, 2021, subject to the requirements of Part II, Section 200 through 228 of the Agreement. |

- 9) City's review and approval-consideration of Hotel Site Lot Line Adjustment and Lot Merger (§ 212) Thirty (30) days prior to the Target Closing Date.
- 10) Opening of Escrow (§ 210) Thirty (30) days prior to the Target Closing Date.
- 11) Developer investigation and determination of the soil and water conditions of the Project Site (§ 223) Thirty (30) days prior to the Target Closing Date.
- 12) Delivery of Grant Deeds (§ 217) Seven (7) days prior to the scheduled Closing Date, subject to the requirements of Part II, Section 200 through 228 of the Agreement.
- 13) Closing Date (§§ 201, 211) Target Closing Date: On or before August 3, 2021.
- 14) Commencement of Construction (§ 307) Arena Site Target Commencement Date: One (1) business day after the Closing Date, for the Improvements on the Arena Site.
Arena Site Outside Commencement Date: Four (4) months after the Closing Date, for the Improvements on the Arena Site.
West Parking Garage Site Outside Commencement Date: Sixteen (16) months after the Closing Date, for the Improvements on the West Parking Garage Site.
East Transportation Site Outside Commencement Date: Twenty-Seven (27) months after the Closing Date, for the Improvements on the East Transportation Site.
- 15) City Completion of Construction of New Well Site Improvements (§ 702) Eighteen (18) months after the Closing Date.

16) Completion of Construction
(§ 307)

Arena Site Target Completion Date: Thirty-Six (36) months after commencement of construction of the Improvements on the Arena Site.

Arena Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

West Parking Garage Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

East Transportation Site Outside Completion Date: Forty-Eight (48) months after commencement of construction of the Improvements on the Arena Site.

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

I. General

The Project to be developed pursuant to this Agreement¹ generally consists of the components set forth in Section 2 below.

The Project, including its architectural design, landscape features, signage, lighting and the on and off-site Public Infrastructure improvements required to serve the Project, shall be developed as part of an integrated development project in accordance with the Project Approvals, including the SE Overlay Zone, the SEC Development Guidelines, the applicable provisions of the MMRP, and generally consistent with the Basic Site Plan Drawings attached as Attachment No. 6 to this Agreement. The SEC Development Guidelines establish specific design and review standards and SEC Design Review and SEC Improvement Plan Review for the Project and define the Public Infrastructure required to be provided to serve the Project.

2. Project

The Project will be designed and constructed to meet, and is anticipated to receive, the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold certification.² The Project will provide onsite renewable energy generation including solar panels on the roofs of the Arena and West Parking Garage. All construction will be in accordance with applicable requirements of this Agreement and the Development Agreement, including compliance with mitigation measures applicable to the Project, the implementation of which is identified in the MMRP as the responsibility of Developer, and measures identified in the Development Agreement conditions of approval, including the Air Pollutant Emissions Conditions of Approval and the Transportation Demand Program Conditions of Approval.

a. Arena Site

The Arena Site (approximately 17 acres) will include the following Project components:

(i) Arena

The arena will include up to approximately 18,000 fixed seats suitable for National Basketball Association ("NBA") games, with capacity to add approximately 500 additional temporary seats for special events (as may be modified in accordance with the Project Approvals, the "Arena"). The Arena will be comprised of up to approximately 915,000 square feet of space

¹ All capitalized terms used but not defined in this Scope of Development shall have the meanings given such terms in this Agreement, as such documents may be permitted to be amended from time-to-time.

² The Project will adopt a LEED campus approach in order to capture site-wide strategies such as those related to stormwater management and provision of open space.

including the main performance and seating bowl, as well as ancillary and incidental uses such as restaurant food service and retail space, and concourse areas.

The Arena would be a multi-faceted, ellipsoid structure that would rise no higher than 150 feet above ground level. In accordance with the SEC Development Guidelines, the exterior of the building would be comprised of a grid-like façade and roof that would be highly visible, distinctive, and instantly recognizable due to a design unique in the City and the region. The façade and roof may be comprised of a range of textures and materials, which may include metal and glass.

(ii) Arena Facilities

The Arena Site is also expected to include the following arena related facilities: (A) up to an approximately 85,000 square-foot team practice and athletic training facility; (B) up to approximately 71,000 square feet of LA Clippers team office space; (C) up to an approximately 25,000 square-foot sports medicine clinic for team and potential general public use; and (D) up to approximately 650-space parking garage contiguous to the Arena for premium ticket holders, VIPs, and certain team personnel.

(iii) Plaza

The Arena Site will include an outdoor pedestrian plaza adjacent to the Arena with approximately 80,000 square feet of gathering space and landscaping, including circulation, securable entry points, gathering spaces, a special use basketball court, and an outdoor stage (collectively, the "**Plaza**"). The Plaza will be designed with specialized paving, landscaping, seating areas, and public art and will be subject to conditions requiring public access as provided in the Development Agreement.

(iv) Retail, Dining and Other Uses

The Arena Site will also include up to a total of approximately 63,000 square feet of structures outside the Arena building on the Plaza for retail and dining, back of house services, security, storage, bag check, rest rooms and other uses adjacent to the Plaza³. These structures would be no higher than two stories.

b. West Parking Garage Site

The West Parking Garage Site will include a six-story, approximately 3,110 space parking structure (the "**West Parking Garage**") with entrances and exits on West Century Boulevard and South Prairie Avenue. There will be a new publicly accessible north/south access road that connects West 102nd Street to West Century Boulevard and intersects with West 101st Street on the western property boundary of the West Parking Garage Site. The West Parking Garage circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

³ These may include indoor, outdoor, patio and/or rooftop restaurant, bar or lounge space.

c. East Transportation Site

The East Transportation Site will include a three-story structure (the "**East Transportation Structure**") on the south side of West Century Boulevard, east of the Arena Site. The first level of the East Transportation Structure will serve as a transportation hub, with staging for approximately 20 coach/buses and 25 mini-buses, micro-transit, and paratransit vehicles, and approximately 180 car spaces for transportation network company drop-off/pick-up and queuing. The second and third levels of the East Transportation Structure will provide approximately 365 parking spaces for arena and retail visitors and employees. The East Transportation Structure circulation, ingress and egress are more particularly described in the SEC Development Guidelines.

d. Hotel Site

The Hotel Site is expected to be separately developed. It will be developed as a limited service hotel of no fewer than 100, and no more than 150, guestrooms, and associated parking. The hotel will be approximately six stories, with a maximum height of approximately 100 feet.

e. Pedestrian Bridge(s)

(i) Prairie Avenue Bridge

The Project will include a pedestrian bridge connecting the Plaza to the West Parking Garage (the "**Prairie Avenue Bridge**"). The Prairie Avenue Bridge walkway will be up to 24 feet wide. The bottom of the bridge structure will have a minimum clearance of 17 feet above the centerline of South Prairie Avenue. The top of the bridge will be about 15 feet above the bottom plane.

(ii) Century Boulevard Bridge

The Project may also, at the option of Developer, and subject to obtaining necessary third party property rights and authorizations on the north side of West Century Boulevard, include a pedestrian bridge crossing above West Century Boulevard (a "**Century Boulevard Bridge**"), which would provide pedestrian access between the Plaza and the Hollywood Park property. A Century Boulevard Bridge walkway would be up to 24 feet wide. The bottom of the bridge structure would have a minimum clearance of 17 feet above the centerline of West Century Boulevard. The top of the bridge will be about 15 feet above the bottom plane.

f. Infrastructure Improvements

Public Infrastructure improvements will be installed in accordance with the SEC Infrastructure Plan, Part III of the SEC Development Guidelines and the Project Approvals. The SEC Infrastructure Plan identifies the on-site and off-site Public Infrastructure improvements required to serve the Project. These include wet and dry utilities, fire safety improvements and street right of way and streetscape improvements. The Project will obtain all permits required to conform to the Schedule of Performance.

The SEC Infrastructure Plan provides for the demolition and removal of existing Inglewood Water Well No. 6, to accommodate the development of the Arena Site. The existing well will be replaced with a new Water Well No. 8, based on plans prepared by Developer and approved by the City. City will destroy Well No. 6, remove/salvage whatever portions of the superstructure City deems appropriate, end the electric service to the lot, and close the water connection to the existing well water transmission main. Developer will complete the removal/demolition work of the remaining superstructure and utilities on-site. City will construct, own and operate replacement Water Well No. 8, to be located on a separate parcel further to the east of the exiting well site, along the south side of West 102nd Street.

g. Project Site Preparation and Demolition

Construction activities for the Project will include demolition of any existing structures or improvements on site and site preparation. Site clearance and preparation will also include utility line relocations as described in the SEC Infrastructure Plan.

3. Miscellaneous

As generally contemplated in the Project Approvals, including the SEC Development Guidelines and SEC Design Review, the Project will include: (i) shuttle bus service, as further described in the MMRP, connecting the Property to nearby Metro stations, including pick-up and drop-off locations along South Prairie Avenue; and other trip reduction measures as set forth in the MMRP; (ii) various on-site signage; and (iii) broadcast, filming, recording, transmission, production, and communication facilities and equipment. In addition to applicable construction requirements of applicable and permitted City Code, the Project will also include construction design features described in the MMRP.

4. Merger and Parcelization

Developer will have the right, from time to time or at any time, to apply for the subdivision, including the merger and resubdivision of the Property, or lot line adjustments, as may be necessary in order to develop, lease, or finance any portion of the Property consistent with the ordinances, resolutions, codes, rules, regulations, and official policies of the City applicable to the development of the Property that exist as of the date of this Agreement, as amended by any amendments enacted by the Project Approvals. Merger of parcels will not be required prior to the issuance of building permits for the Project.

ATTACHMENT NO. 6
BASIC SITE PLAN DRAWINGS

[see attached Basic Site Plan Drawings dated June 4, 2020]

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

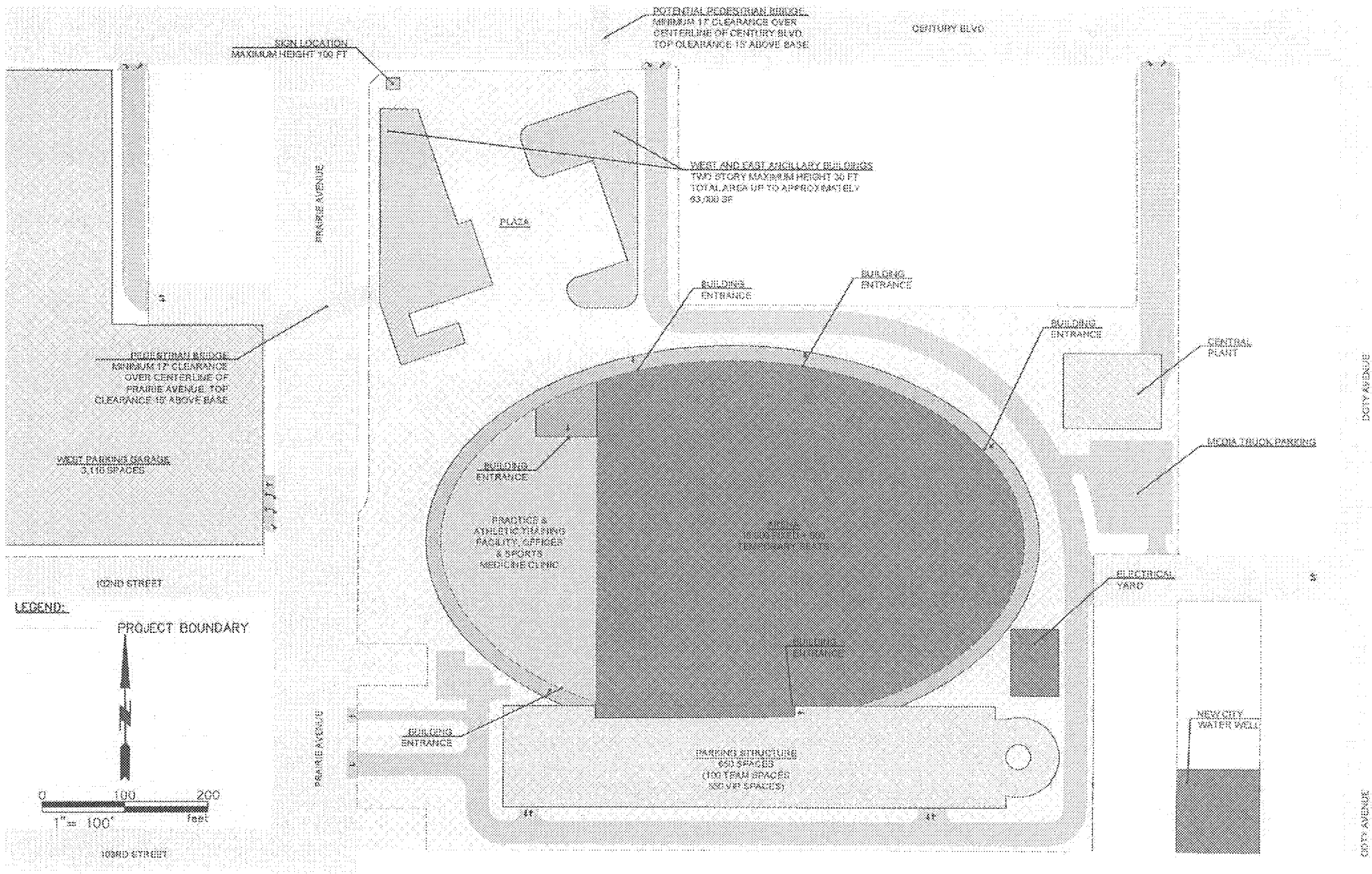
JUNE 04, 2020

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

ARENA AND PLAZA AREA

JUNE 04, 2020

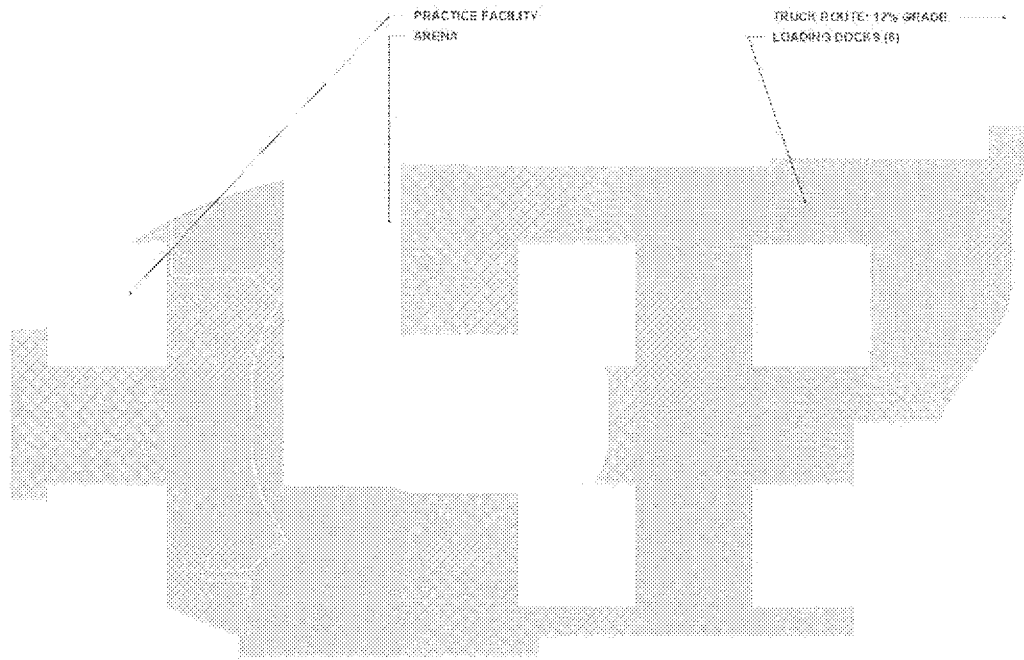


LEGEND:

PROJECT BOUNDARY

0 100 200
1" = 100' feet

PENTYPPY BLVD. ACCESS TO
 UNDERGROUND TUNNELS
 AND EYELET FACILITY



AECOM



PROJECT NO. 1010000000
 SHEET NO. 1010000000
 DATE 10/10/10

SCALE
 AS SHOWN

DATE OF ISSUE
 10/10/10

PROJECT NO. 1010000000
 SHEET NO. 1010000000

DATE OF ISSUE
 10/10/10

PROJECT NO. 1010000000
 SHEET NO. 1010000000

DATE OF ISSUE
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PROJECT NO. 1010000000
 SHEET NO. 1010000000

DATE OF ISSUE
 10/10/10

PROJECT NO. 1010000000
 SHEET NO. 1010000000

DATE OF ISSUE
 10/10/10

1" = 100'-0"

1-A101



PROJECT: **ANN ARBOR AIRPORT**
PROJECT NO.: **10000000000000000000**
SHEET NO.: **1-A311**

DATE: **12/15/2011**
DRAWN BY: **...**
CHECKED BY: **...**

SCALE: **AS SHOWN**
UNITS: **FEET**

PROJECT LOCATION: **ANN ARBOR AIRPORT**
PROJECT DESCRIPTION: **...**

DESIGNER: **AECOM**
CLIENT: **...**

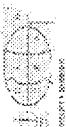
DATE OF ISSUE: **12/15/2011**
DATE OF REVISION: **...**

PROJECT NO.: **10000000000000000000**
SHEET NO.: **1-A311**

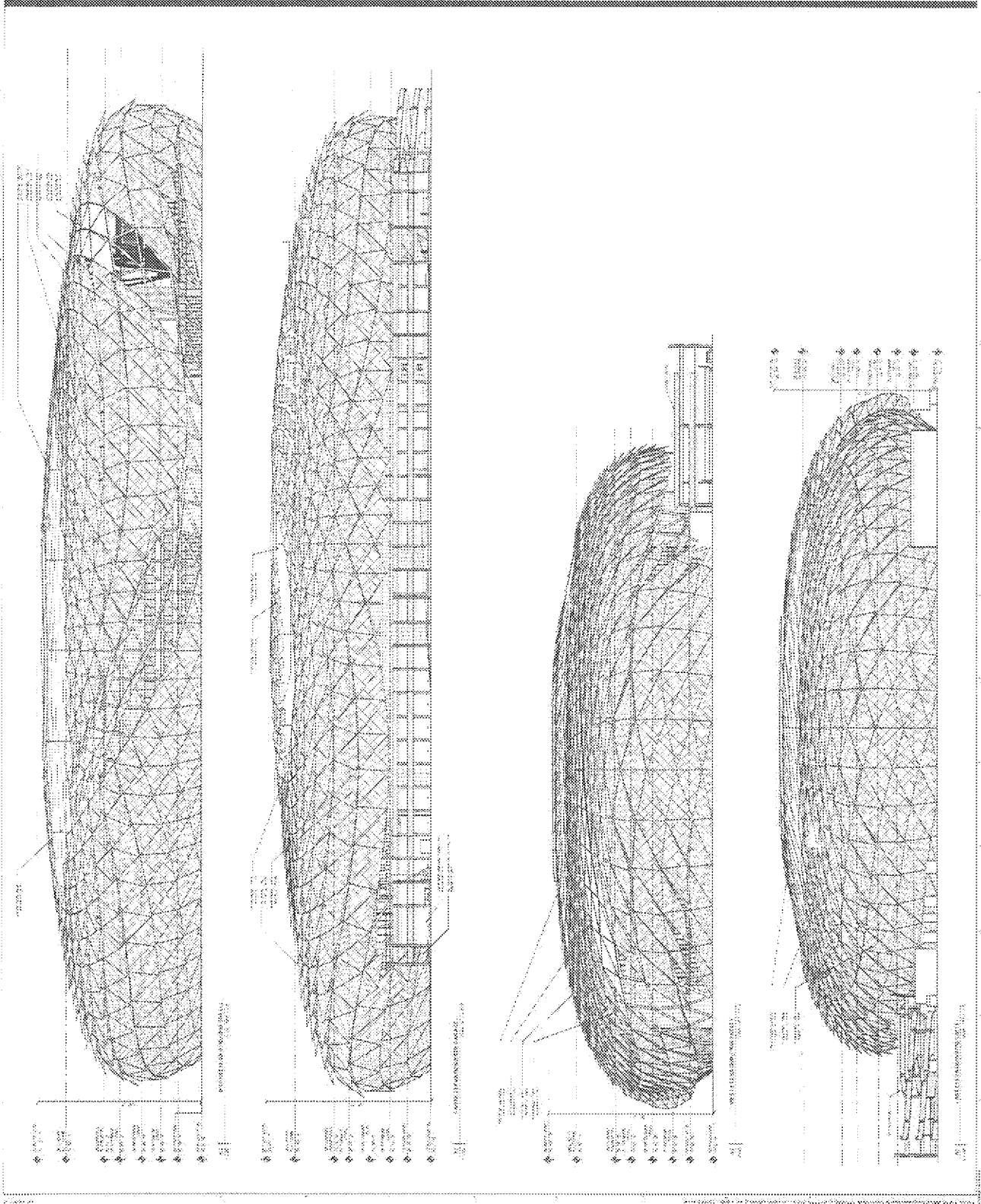
REVISIONS:
NO. DESCRIPTION
DATE BY

DATE: **12/15/2011**
TIME: **...**

Table with 3 columns: NO., DESCRIPTION, DATE BY



PROJECT NO.: **10000000000000000000**
SHEET NO.: **1-A311**



INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

CENTRAL PLANT

JUNE 04, 2020

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

WEST PARKING GARAGE

JUNE 04, 2020



WALDMOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 PROPOSED FLOOR PLAN

FIGURE PLAN
 A201

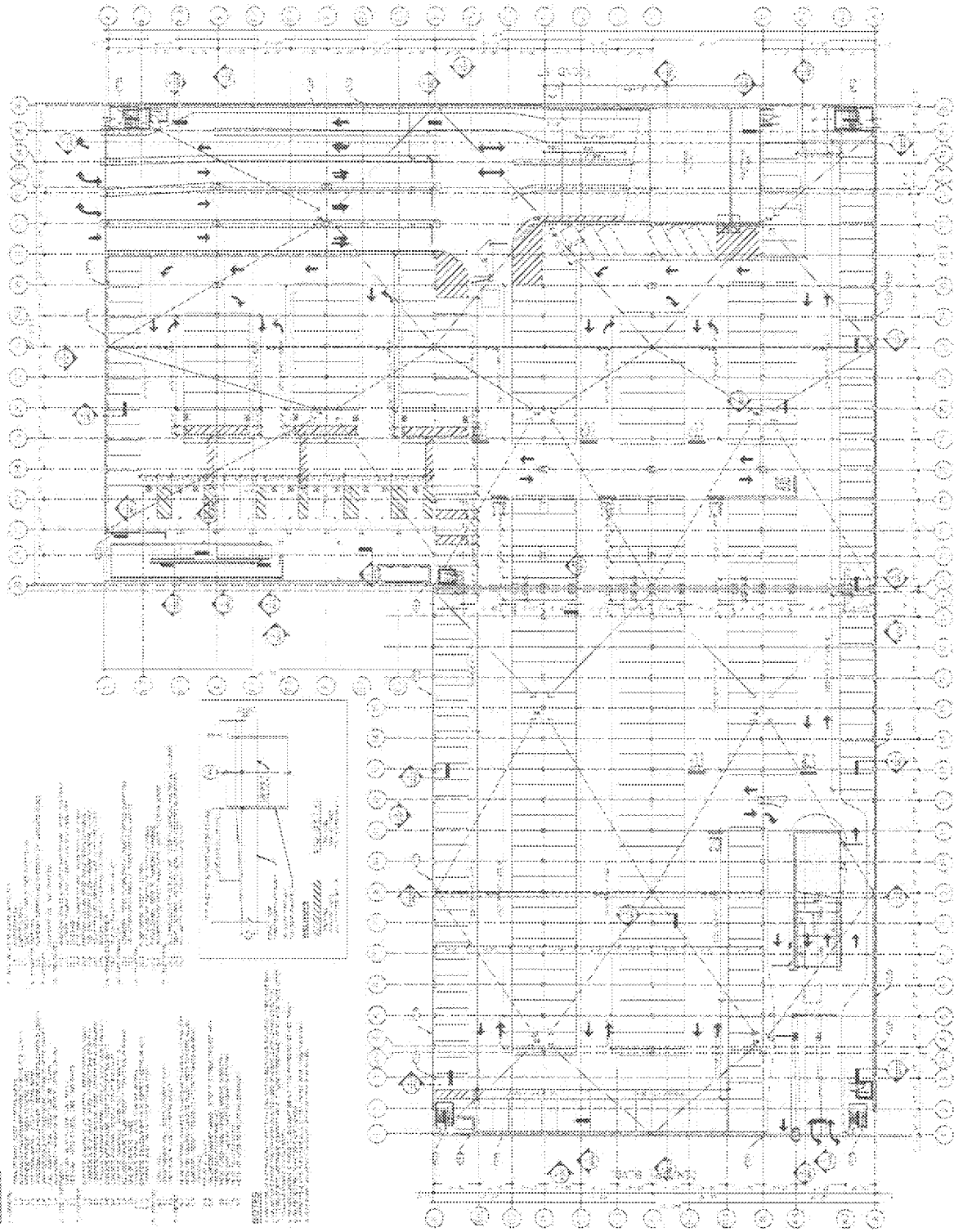


FIGURE 01 - FLOOR PLAN

REMARKS:

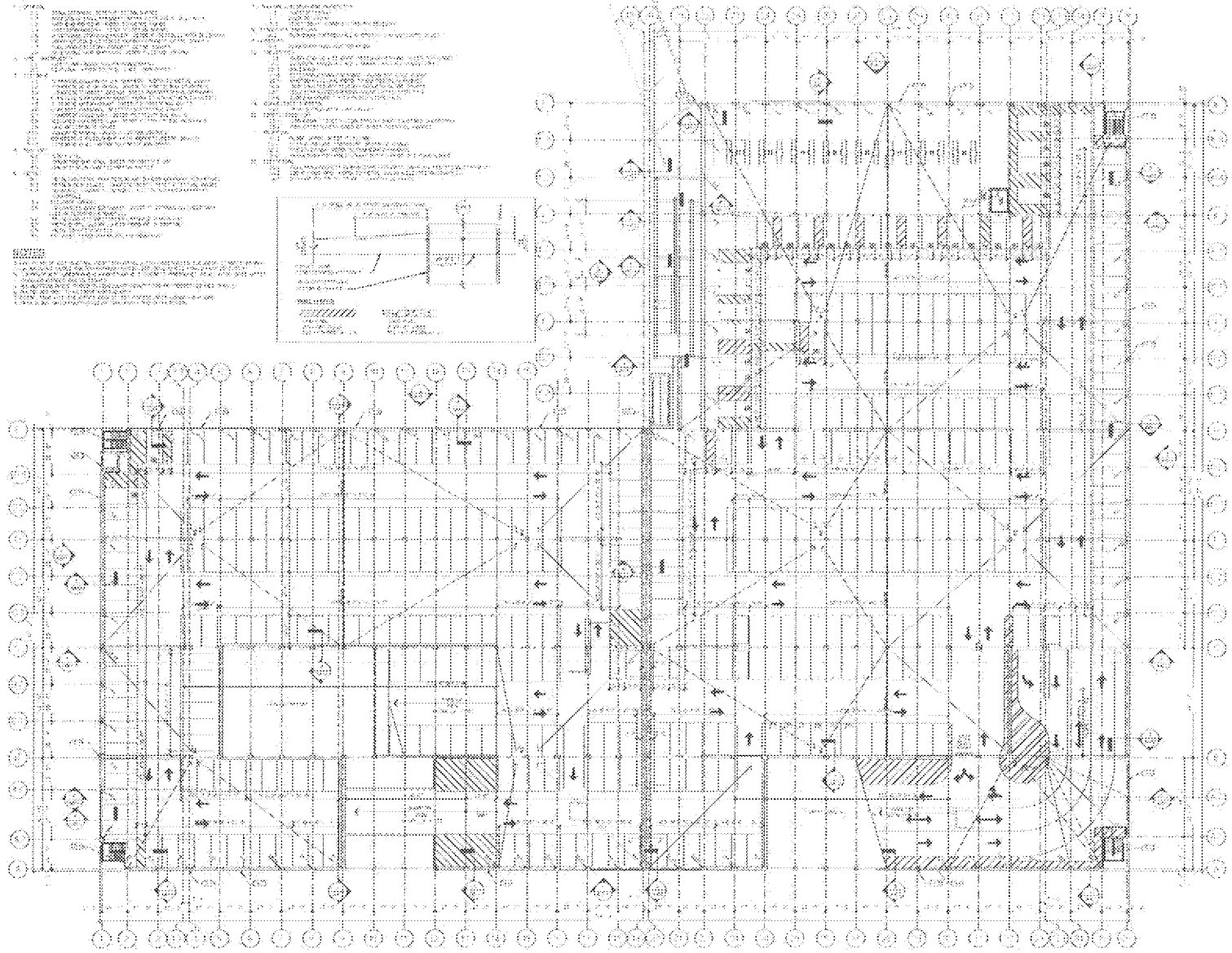
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING DEPARTMENT REGULATIONS AND THE MARYLAND PROFESSIONAL ENGINEERING AND ARCHITECTURE ACT.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING DEPARTMENT REGULATIONS AND THE MARYLAND PROFESSIONAL ENGINEERING AND ARCHITECTURE ACT.
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ALL DIMENSIONS OF FLOORING SHALL BE IN ACCORDANCE WITH THE PROJECT'S GENERAL NOTES.
 NOT LISTED

KEY NOTES

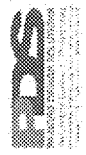
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20. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



PROFILES OF PARKING STALL PLAN IS IN PROGRESS AND MAY BE ADJUSTED

TIER P2 FLOOR PLAN



INGLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 PROJECT NO. 14-0000

TIER P2
 PARKING PLAN

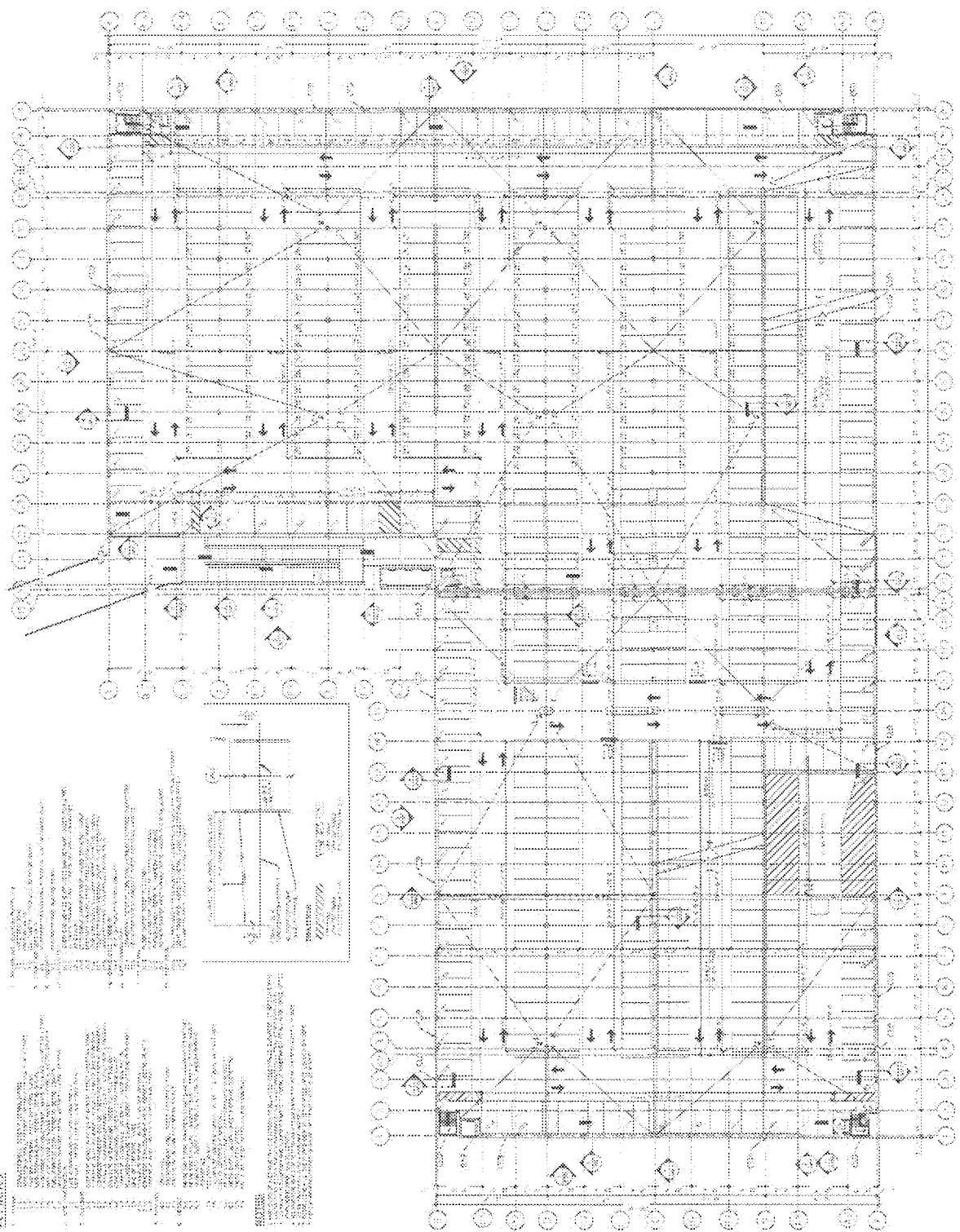
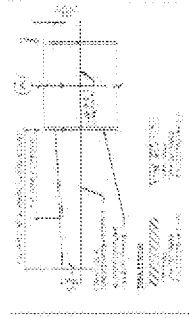
DATE	DESCRIPTION

A202

PROJECT SET SHEET 11

KEY NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BRITISH STANDARDS INSTITUTION (BSI) CODES OF PRACTICE.
- 2. ALL MATERIALS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS SET OUT IN THE BIDDING DOCUMENT.
- 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL AUTHORITY.
- 5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND THE LOCAL AUTHORITY.
- 6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BRITISH STANDARDS INSTITUTION (BSI) CODES OF PRACTICE.
- 8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL AUTHORITY.
- 9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 10. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND THE LOCAL AUTHORITY.
- 11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
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- 13. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL AUTHORITY.
- 14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 15. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND THE LOCAL AUTHORITY.
- 16. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 17. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BRITISH STANDARDS INSTITUTION (BSI) CODES OF PRACTICE.
- 18. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL AUTHORITY.
- 19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 20. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT AND THE LOCAL AUTHORITY.



QUANTITIES OF PAINTING SET OUT IN THIS DRAWING ARE TO BE OBTAINED FROM THE ARCHITECT'S QUANTIFICATION.

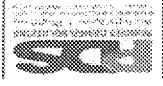
1:100
FIRST FLOOR PLAN



A208

PROJECT NO. 123456
DATE 12/12/2023

MELWOOD BASKETBALL & ENTERTAINMENT
CENTRE PARKING STRUCTURE





HALEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 PRELIMINARY PLAN

PROJECT NAME

DATE

SCALE

PROJECT NO.

DATE

SCALE

PROJECT NO.

DATE

SCALE

PROJECT NO.

DATE

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PROJECT NO.

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PROJECT NO.

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PROJECT NO.

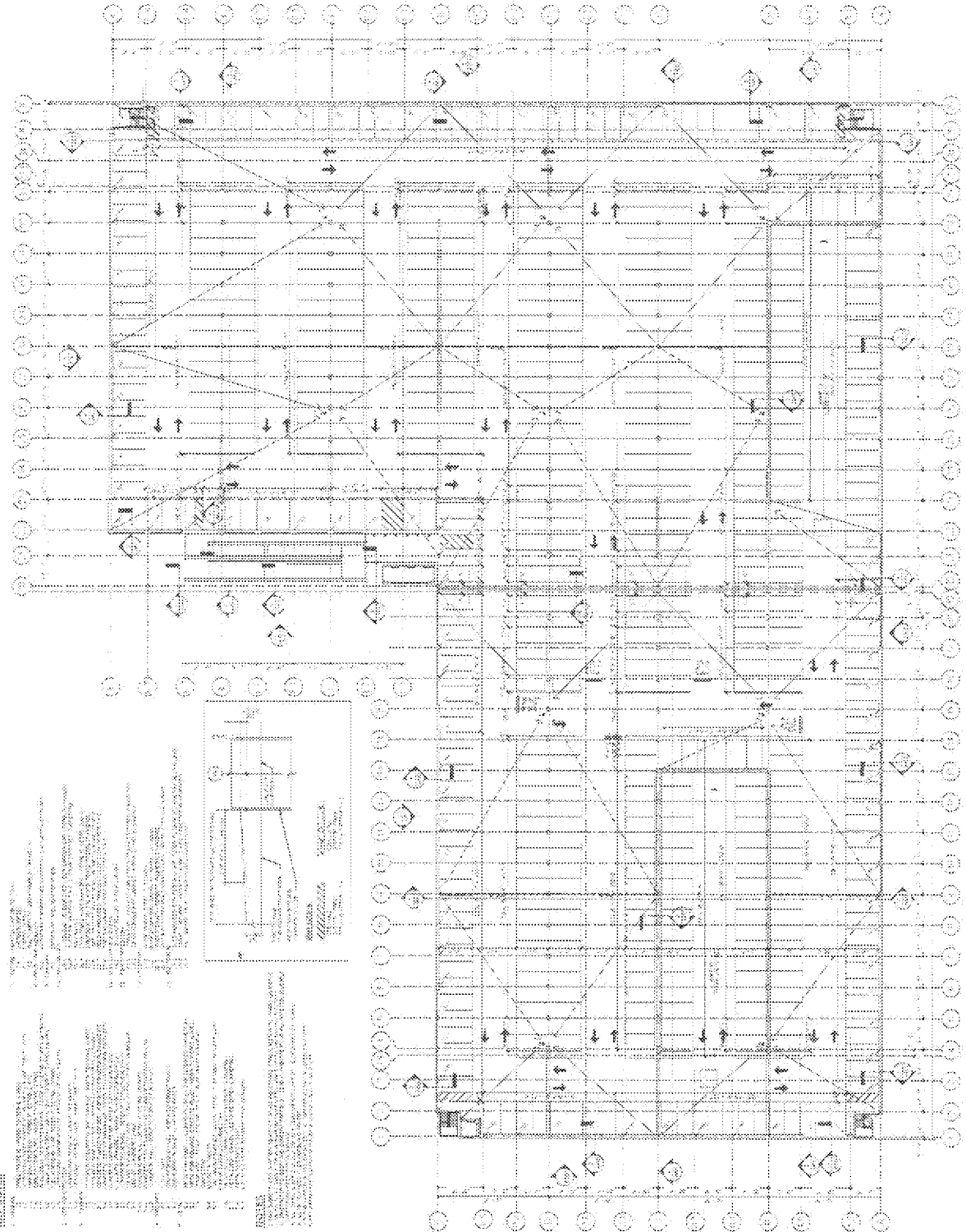
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SCALE

PROJECT NO.

DATE

SCALE

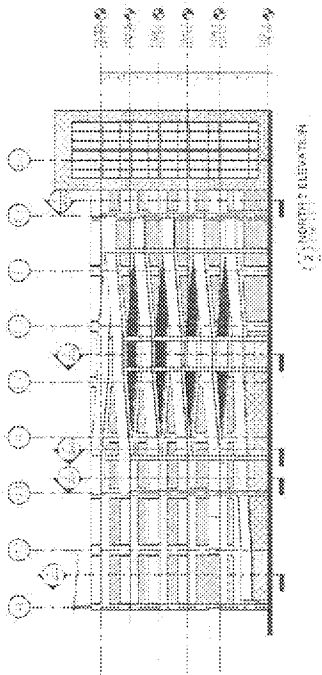
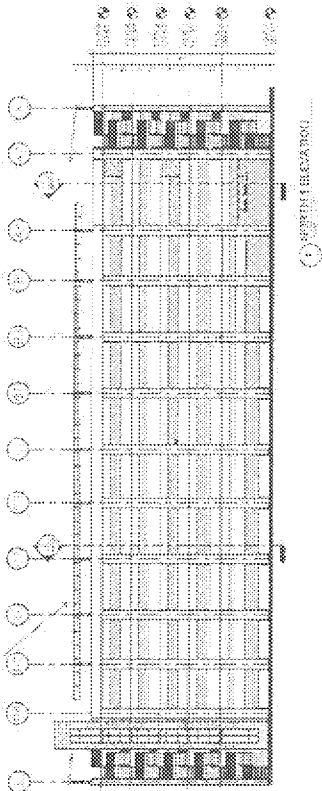


1/16" = 1' FLOOR PLAN

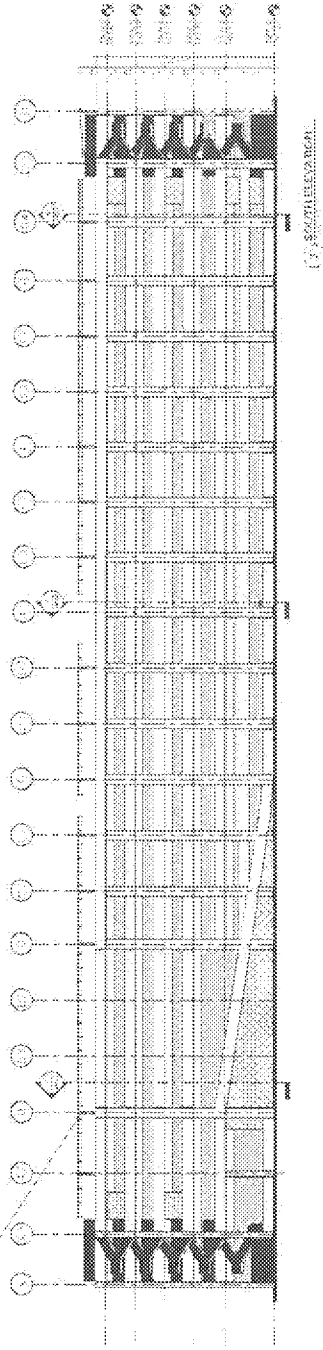
PORTIONS OF PARKING STALL PLANS IN PROGRESS AND MAY BE RE-DESIGNED

REVISIONS:

NO.	DATE	DESCRIPTION
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98	01/15/2010	ISSUED FOR PERMITTING
99	01/15/2010	ISSUED FOR PERMITTING
100	01/15/2010	ISSUED FOR PERMITTING



PHOTOVOLTAIC PANEL - TYPE



UNIVERSITY OF UTAH
 DEPARTMENT OF ARCHITECTURE
 215 SOUTH KIVINGTON DRIVE
 SALT LAKE CITY, UT 84143
 TEL: 801.524.2200
 FAX: 801.524.2201
 WWW.UUTAH.EDU

SEE NOTES

1. PHOTOVOLTAIC PANELS SHALL BE INSTALLED ON THE EXTERIOR SURFACE OF THE BUILDING FACADE. THE PANELS SHALL BE MOUNTED ON A STRUCTURAL FRAMEWORK THAT IS DESIGNED TO WITHSTAND WIND LOADS AS SPECIFIED IN THE STRUCTURAL DRAWINGS. THE PANELS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT VENTILATION OR CAUSE WATER INTRUSION.

2. PHOTOVOLTAIC PANELS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT VENTILATION OR CAUSE WATER INTRUSION.

3. PHOTOVOLTAIC PANELS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT VENTILATION OR CAUSE WATER INTRUSION.

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INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

BASIC SITE PLAN DRAWINGS

EAST PARKING GARAGE

JUNE 04, 2020

AECOM

1000 CALIFORNIA STREET, SUITE 1000
SAN FRANCISCO, CA 94109
TELEPHONE: 415.774.4000
WWW.AECOM.COM



PROJECT INFORMATION
PROJECT NO.: 100-100-0000-0000-0000
SHEET NO.: 1-C-202

DATE
DATE: 01/01/2010

DESIGNER
NAME: [Name]
TITLE: [Title]

CHECKER
NAME: [Name]
TITLE: [Title]

APPROVER
NAME: [Name]
TITLE: [Title]

REVISIONS
NO. DESCRIPTION
1.00 [Description]

CONSTRUCTION NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

SCALE
SCALE: AS SHOWN

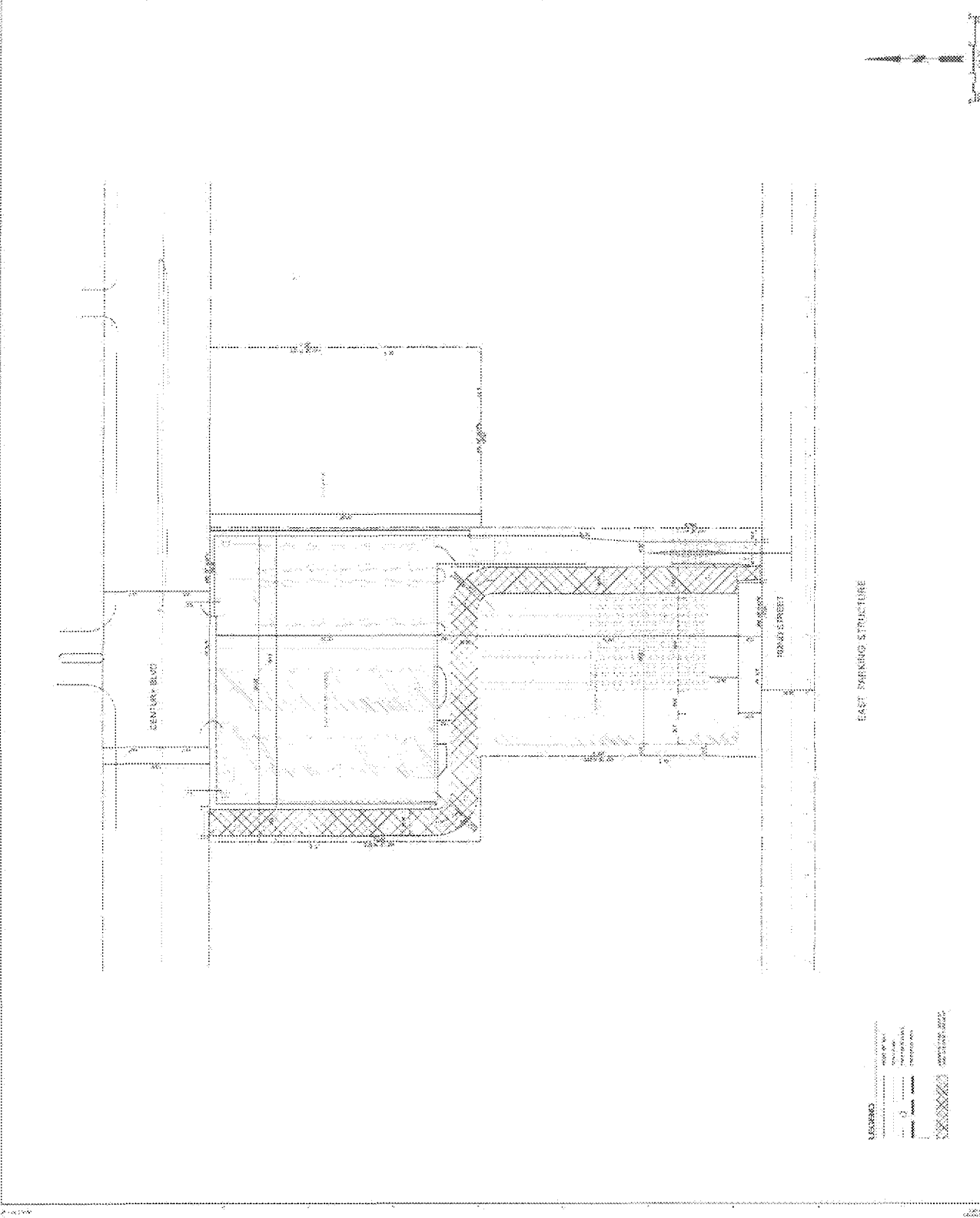
DATE PLOTTED
DATE: 01/01/2010

PROJECT LOCATION
PROJECT LOCATION: [Address]

CLIENT
CLIENT: [Name]

DATE
DATE: 01/01/2010

PROJECT NO.
PROJECT NO.: 100-100-0000-0000-0000



EAST DRINKING STRUCTURE

LEGEND

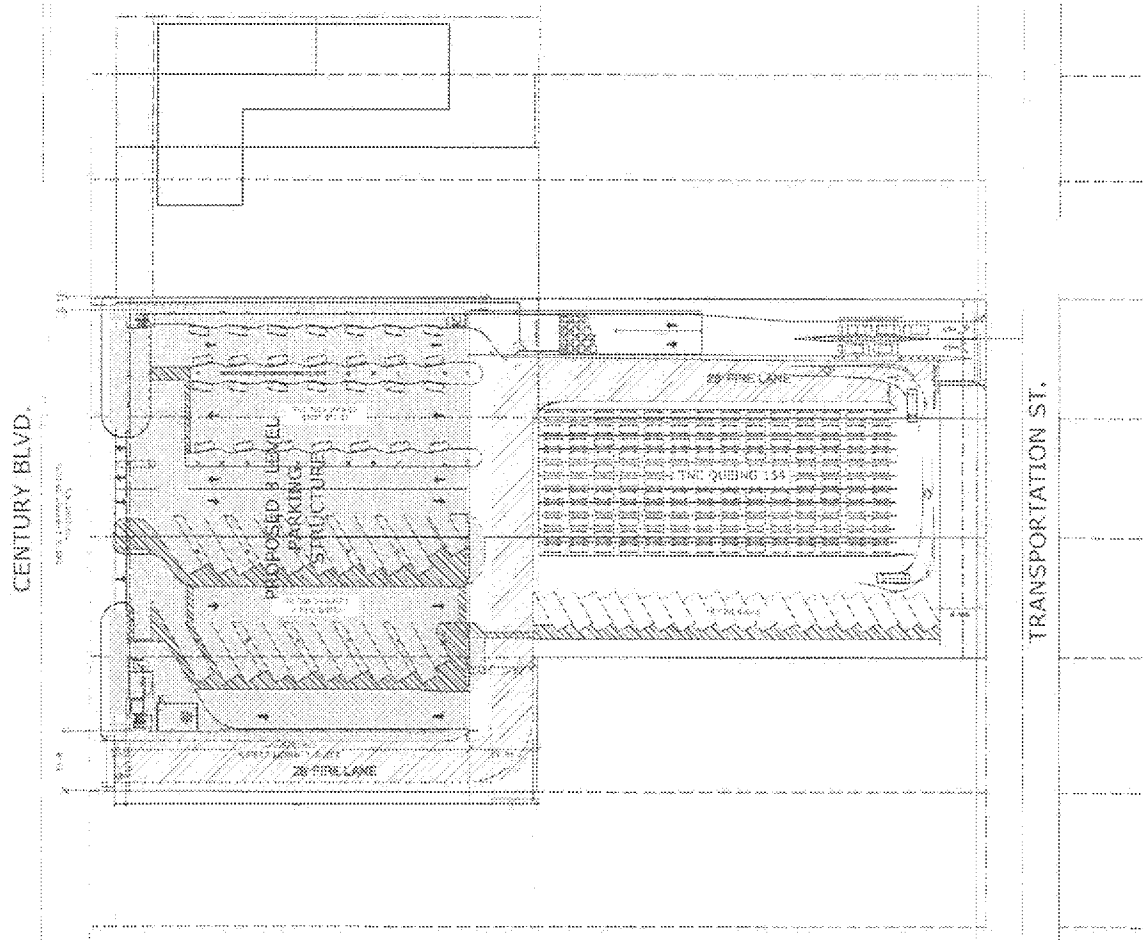
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[Symbol]	GRAVEL
[Symbol]	SOIL



MOLEWOOD BASKETBALL & ENTERTAINMENT CENTER PARKING STRUCTURE
 PREPARED BY: ...
 DATE: ...

NO.	DESCRIPTION	DATE
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PROJECT NO. A101
 SHEET NO. 1 OF 1



OVERALL SITE PLAN

SPECIFICS OF PARKING STALL PLACEMENT PROCESSES ARE TO BE ADJUSTED

EX-1

NO.	DESCRIPTION	DATE
1
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ATTACHMENT NO. 7-A

FORM OF PUBLIC USE GRANT DEED FOR CITY PARCELS
WITHIN THE ARENA SITE

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD

Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

PUBLIC USE GRANT DEED

[City Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Public Use Grant Deed ("Grant Deed") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions as set forth in Exhibit B; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable

determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall not defeat, render invalid, or limit:
 - (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall, subject to applicable law and to the extent legally permissible, promptly use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
 - (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment

or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Purchase Price for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section

12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or

otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed shall terminate and become null and void twenty (20) years after recordation of a Release of Construction Covenants for the Arena Site. The covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20 _____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

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

[To be inserted]

EXHIBIT B

Public Use Restrictions

For a period of twenty (20) years following the recordation of a Release of Construction Covenants for the Property (the "**Term**"), Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

- (i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "**Arena Use**"); or
- (ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses.

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall terminate and become null and void upon the expiration of the Term. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants and prior to the expiration of the Term, Grantor shall serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to revest title and possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the revesting of title and possession.

In the event Grantee requests a change in the Public Use Restriction, Grantor, may, in its sole discretion, approve or disapprove such request within thirty (30) days following such request. Upon the approval of such request, Grantor shall take all necessary steps to authorize such alternative and acceptable public use and modify this Grant Deed to implement such authorization. However, in the event that a resolution has been adopted authorizing a different public use on the property described in that certain Public Use Grant Deed for Private Parcels within the Arena Site (in the form attached to DDA as Attachment No. 7-B), Grantor shall grant the same alternative public use on the Property.

Following Grantor's re-entry, repossession, termination, and revesting of title and possession of the Property, Grantor shall dispose of the Property in accordance with the requirements of applicable law, as soon as reasonably possible. Upon such disposition of the Property, any proceeds thereof shall be applied in the following order:

- (i) First, to repay any mortgage, deed of trust, or other security interest encumbering the Property;

(ii) Second, with any available balance, to reimburse Grantor for all reasonable costs and expenses incurred by Grantor in connection with such sale; all taxes, assessments and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

(iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Purchase Price paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and

(iv) Finally, any balance remaining after such reimbursements shall be split between Grantor and Grantee, 10% and 90%, respectively.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove.

Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "**Security Interest**". The words "**mortgage**" and "**deed of trust**" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest; provided, however, that any subsequent owner of the Property shall be bound by the Public Use Restrictions for the Term, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "**Mortgagee**") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security

Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession or title to the Property.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable legal requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) act of God, fire, earthquake, flood, explosion, epidemic, pandemic, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, applicable law, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the party claiming the extension of time to perform.

ATTACHMENT NO. 7-B-1

FORM OF PUBLIC USE GRANT DEED FOR PRIVATE PARCELS
WITHIN THE ARENA SITE (POSSESSORY INTEREST)

OFFICIAL BUSINESS
Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

PUBLIC USE POSSESSORY GRANT DEED

[Private Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants its entire possessory interest to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," in that certain real property obtained by Grantor pursuant to Code of Civil Procedure Section 1255.410 by that certain Order for Prejudgment Possession entered in that certain eminent domain action entitled *City of Inglewood vs. [_____]* bearing Los Angeles Superior Court case number _____ hereinafter referred to as the "Property." The Property is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is

comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Possession of said Property is being conveyed pursuant to this Public Use Possessory Grant Deed ("Grant Deed") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the applicable covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions in Exhibit B; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

(a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.

(i) Grantee shall not (i) Transfer its interest in the Property, or any portion thereof, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the

Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of its interest in the Property or any portion thereof, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable

time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within

thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest shall not defeat or render invalid any payment obligations with respect to:
- (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the reversion in Grantor of possession to the Property, as provided in this Paragraph (5), Grantor shall abandon any pending eminent domain action and return the Property pursuant to Code of Civil Procedure Section 1268.510 as soon as and in such manner as required by the court. Upon such abandonment, or disposition of the Property, as applicable, any proceeds returned or paid to the City shall be applied as follows:
- (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such abandonment, recapture, management, and disposition of the Property, as applicable, including but not limited to fees of consultants engaged in connection with the abandonment, recapture, management, and disposition of the Property (but less any income derived by Grantor from such abandonment of the Property); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during

the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee:

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Acquisition Costs for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section

12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or

otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed and the covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

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

[To be inserted]

EXHIBIT B

Public Use Restrictions

Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

(i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "Arena Use"); or

(ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses. **[Note: At execution, conform Public Use Restriction to public use stated in Resolution of Necessity, if any has been adopted.]**

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall remain in effect in perpetuity. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants, Grantor shall serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), or within said thirty-day period a Grantee requested authorization of an alternative and acceptable public use has not been approved by the Grantor, in Grantor's sole discretion, then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to revest possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the revesting of possession.

In the event that the violation is not cured by Grantee within the time period above, Grantor shall abandon any pending eminent domain action and return the Property pursuant to California Code of Civil Procedure Section 1268.510 as soon as and in such manner as required by the court. Upon such abandonment, as applicable any proceeds returned or paid to the City shall be applied as follows:

- (i) First, to pay all reasonable costs incurred by the Grantor attributable to such revesting to the extent not previously reimbursed by Grantee, including, but not limited to, all such costs incurred pursuant to California Code of Civil Procedure Section 1268.510;
- (ii) Second, with any available balance, to satisfy any mortgage, deed of trust, or other security interest encumbering Grantee's interest in the Property;

- (iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Acquisition Costs paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and
- (iv) Finally, any balance remaining after such reimbursements shall be retained by Grantor as its property.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that possession of the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove. Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "**Security Interest**". The words "**mortgage**" and "**deed of trust**" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest; provided, however, that any subsequent owner of Grantee's possessory right to the Property shall be bound by the Public Use Restrictions, whether such owner's possession was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "**Mortgagee**") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor

confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession to the Property.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) act of God, fire, earthquake, flood, explosion, epidemic, pandemic, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, applicable law, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the party claiming the extension of time to perform.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable eminent domain requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Moreover and also notwithstanding anything contained above to the contrary, upon a court-ordered dismissal of the eminent domain action pursuant to Code of Civil Procedure Section 1268.620, Grantee shall return the Property, pay all costs related thereto, and take all such related actions required by the court.

ATTACHMENT NO. 7-B-2

FORM OF PUBLIC USE GRANT DEED FOR PRIVATE PARCELS
WITHIN THE ARENA SITE (FEE TITLE INTEREST)

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD

Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

PUBLIC USE GRANT DEED

[Private Parcels – Arena Site]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "West Parking Garage Site", the "East Transportation Site" and the "Hotel Site." The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Public Use Grant Deed ("**Grant Deed**") subject to the Public Use Restrictions in Exhibit B, attached hereto, and fully incorporated herein by this reference.

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the covenants and restrictions set forth in this Grant Deed including, but not limited to, the Public Use Restrictions; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

- (a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.
 - (i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "**Transferee**") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval shall be given within five (5) business days if, in the reasonable

determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, shall not defeat or render invalid any payment obligations with respect to:
- (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.

either of which shall be subject to the requirements of Code of Civil Procedure Section 1245.245.

- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall promptly comply with Code of Civil Procedure section 1245.245 and if, and to the extent legally permissible use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
- (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by

Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Acquisition Costs for the Property, and (2) the Development Costs for the Arena Site, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property, less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any

person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed (including the Public Use Restrictions in Exhibit B, attached hereto) shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the Public Use Restrictions set forth in Paragraphs (2) and Exhibit B of this Grant Deed and the covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (2), (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

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

[To be inserted]

EXHIBIT B

Public Use Restrictions

Grantee, on behalf of its successors, assigns, and each successor in interest to Grantee's interest in the Property or any part thereof, hereby covenants and agrees that Grantee shall not use the Property for any purpose other than:

- (i) to provide the public with access to amusement, enjoyment, and recreation in the form of spectator sports, including basketball, entertainment and other civic events and activities (collectively, the "Arena Use"); or
- (ii) such other uses reasonably related and incidental to the Arena Use, including, without limitation, restaurant, food service, retail and other public serving uses, philanthropic activities, ancillary and administrative office uses, plaza and concourse area uses, practice and training facilities, a sports medicine clinic and parking uses. **[Note: At execution, conform Public Use Restriction to public use stated in Resolution of Necessity, if any has been adopted.]**

The foregoing shall individually, or collectively, as applicable, be referred to as the "**Public Use Restrictions**". The Public Use Restrictions as set forth in this Exhibit B shall remain in effect in perpetuity. The Public Use Restrictions shall not be interpreted to prohibit or restrict the use of the Arena Site for paid ticketed events.

Grantee acknowledges that the Public Use Restriction is imposed pursuant to California Code of Civil Procedure Section 1245.245. If Grantee violates the Public Use Restrictions as established above following recordation of the Release of Construction Covenants, Grantor shall, except as otherwise permitted by California Code of Civil Procedure Section 1245.245, serve written notice to the Grantee of such violation. If Grantee fails to cure said violation within thirty (30) days after receipt of notice from the Grantor ("**Cure Notice**"), or within said thirty-day period a Grantee requested authorization of an alternative and acceptable public use has not been approved by the Grantor, in Grantor's sole discretion, then the Grantee shall promptly, but in no event later than three (3) months from receipt of the Cure Notice, take all necessary actions to re-vest title and possession of the Property (with all improvements thereon) in the Grantor and reimburse the Grantor for all reasonable costs incurred by the Grantor with respect to the re-vesting of title and possession.

Following Grantor's re-entry, repossession, termination, and re-vesting of title and possession of the Property, Grantor shall, in accordance with the requirements of California Code of Civil Procedure Section 1245.245, either adopt a resolution authorizing a different public use of the Property or sell the Property as surplus property.

If City does not, within a reasonable time, adopt a resolution authorizing a different public use of the Property, it shall sell the Property in accordance with applicable law, using good faith efforts, consistent with legal requirements, to maximize the value thereof, recognizing that applicable legal requirements may require that the Property be first offered for specified uses in accordance with the California Surplus Lands Act or other applicable legal requirements. Upon such resale of the Property, the proceeds thereof shall be applied in the following order:

- (i) First, to repay any mortgage, deed of trust, or other security interest encumbering the Property;
- (ii) Second, with any available balance, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor in connection with such sale; all taxes, assessments and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;
- (iii) Third, with any available balance, to reimburse Grantee the amount equal to (a) the Acquisition Costs paid for the Property; and (b) the Arena Development Costs, as set forth in the Release of Construction Covenants, divided by the square footage of the land area of the Arena Site and multiplied by the square footage of the land area of the Property; and
- (iv) Finally, any balance remaining after such reimbursements shall be retained by Grantor as its property.

If City retains the Property, the City shall pay to the Grantee the amount that would have been payable to Grantee under the preceding paragraph if the Property had been sold pursuant to the requirements of California Code of Civil Procedure Section 1245.245.

The Grantor's exercise of its rights under this Exhibit B shall be its sole and exclusive remedy for the violation of the Public Use Restrictions and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Exhibit B involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, it is acknowledged by the Grantee that the rights established by this Exhibit B are to be interpreted in light of the fact that the Property is being conveyed by Grantor to Grantee for a public use as set forth hereinabove.

Notwithstanding any other provision of this Exhibit B, mortgages and deeds of trust, and any other reasonable method of security instruments are permitted to be placed upon the Property. Mortgages, deeds of trust, or other reasonable security instruments securing financing with respect to the Property are each referred to herein as a "**Security Interest**". The words "**mortgage**" and "**deed of trust**" as used in this Exhibit B shall include all other appropriate modes of financing real estate acquisition, construction and land development. No violation or breach of the Public Use Restrictions shall defeat or render invalid the lien or charge of any Security Interest; provided, however, that any subsequent owner of the Property shall be bound by the Public Use Restrictions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor shall afford any holder of the beneficial interest under such Security Interest (the "**Mortgagee**") the mortgagee protections provided for in this Exhibit B.

A Mortgagee not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of Grantee under this Exhibit B. A Mortgagee in legal possession of the Property or portion thereof shall only be entitled to use the Property if Mortgagee fully complies with the Public Use Restrictions.

Whenever the Grantor delivers any notice or demand to Grantee with respect to the occurrence of any violation of the Public Use Restrictions, the Grantor shall at the same time deliver to each Mortgagee who has requested to receive notices or demands from the Grantor, a copy of such notice or demand. After receipt of such notice, each such Mortgagee shall (insofar as the rights of the Grantor are concerned) have the right, but not the obligation, at its option, within the same cure period afforded to Grantee hereunder plus thirty (30) days, to cure or remedy or commence to cure or remedy any such violation affecting the Property which is subject to the Security Interest held by such Mortgagee and to add the cost thereof to the security interest debt and the lien on its security interest; provided, however, if cure cannot be accomplished within such 30-day period, such Mortgagee shall have the right to commence to cure such failure within such 30-day period and thereafter diligently prosecute such cure within a reasonable time. If such violation shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property or other asset subject to the Security Interest, and such Mortgagee has elected to remedy or cure such default upon written notice to the Grantor confirming its intention, upon obtaining possession, to comply with the Public Use Restrictions, such Mortgagee shall seek to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect, and such Mortgagee, or such successor-in-interest to Grantee who acquires the Property by way of such foreclosure, deed in lieu of foreclosure or such other procedure, shall remedy or cure such default within ninety (90) days after obtaining possession; provided, however, if cure cannot be accomplished within such 90-day period, such Mortgagee or successor-in-interest shall have the right to commence to cure such failure within such 90-day period and thereafter diligently prosecute such cure within a reasonable time. In addition, in the event that, due to a default by Grantee under the applicable Security Interest, a Mortgagee seeks to obtain possession of the Property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the Mortgagee may elect at any time prior to the date that the Grantor has the right to exercise its remedies above, then the Grantor shall not have the right to exercise its remedies above until the date that is three (3) months following the date that the Mortgagee or such other successor-in-interest acquires possession or title to the Property.

However, notwithstanding anything contained above to the contrary, in the event the Mortgagee rights and protections are found by a court of law to be inconsistent with applicable eminent domain requirements, such rights and protections shall be appropriately revised or eliminated to conform with such court order.

Notwithstanding any provision of this Exhibit B to the contrary, Grantee and Grantor shall be excused from performing any obligation or undertaking provided in this Exhibit B in the event of, and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by, a(n) act of God, fire, earthquake, flood, explosion, epidemic, pandemic, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, applicable law, litigation, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the party claiming the extension of time to perform.

ATTACHMENT NO. 7-C

FORM OF GRANT DEED FOR EACH ANCILLARY DEVELOPMENT SITE

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD

Office of the City Manager
One Manchester Blvd., Ninth Floor
Inglewood, CA 90301
Attn: City Manager

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[MURPHY'S BOWL LLC
PO Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan]

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," or the "City" hereby grants to MURPHY'S BOWL LLC, a Delaware limited liability company, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is certain real property that is a portion of the real property referred to as the "Project Site" as described in the Disposition and Development Agreement (the "DDA") entered into by and between Grantor and Grantee on _____, 2020. The "Project Site" is comprised of the "Arena Site", the "**West Parking Garage Site**", the "**East Transportation Site**" and the "**Hotel Site**." The Property is referred to in the DDA as the ["**West Parking Garage Site/East Transportation Site/Hotel Site**."] The DDA is a public document on file in the office of the Inglewood City Clerk. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(2) Said Property is being conveyed pursuant to this Grant Deed ("Grant Deed") in accordance with the terms of the DDA. [Drafting note- revisions to form of Grant Deed for the Hotel Site may be required in connection with a Transfer of the Hotel Site to a third-party developer, as contemplated by Section 322 of the DDA]

(3) Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (a) construct the Improvements on the Property as required by the DDA; (b) conduct all activities undertaken pursuant to the DDA in conformity with all applicable provisions of the DDA including without limitation the provisions and the limitations of the Scope of Development, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (c) use the Property in conformity with and abide by the applicable covenants and restrictions set forth in this Grant Deed; and (d) maintain all buildings, signage, lighting, landscaping, irrigation, architectural elements identifying the Property and any and all other common area of the Improvements on the Property (including sidewalks, paths and other paved areas) in a neat, clean, attractive and safe condition, including removing graffiti within 24 hours from notification. Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the maintenance standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency (except for graffiti, which shall be removed within 24 hours from notification), unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that prior to the recordation of the Release of Construction Covenants as to the Property:

- (a) The qualifications and identities of Grantee and its owner are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA with Grantee, and is imposing restrictions upon any Change of Control of Grantee and any Transfer until Grantor issues the Release of Construction Covenants as to the Property. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property, except as expressly set forth herein, or under the DDA, except as expressly set forth therein.
- (i) Grantee shall not (i) Transfer the Property, or any portion thereof, or any interest therein, to a third party (a "Transferee") without the prior written approval of Grantor (except for Transfers duly executed and deemed approved by Grantor as provided in the DDA), which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the Grantor, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property, or (ii) effect any Change of Control by any method or means (except as the result of death or incapacity), without the prior written approval of Grantor, provided, however, such approval

shall be given within five (5) business days if, in the reasonable determination of Grantor, Grantee after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Property. Grantee shall promptly notify Grantor of any proposed Change in Control.

- (ii) Any Transfer of the Property or any portion thereof or any interest therein, in violation hereof prior to the recordation of the Release of Construction Covenants as to the Property, shall entitle Grantor to the Excess Purchase Price resulting from such Transfer in accordance with the terms of the DDA.
 - (iii) Any Change of Control (voluntary or involuntary, except as the result of death or incapacity) of Grantor in violation hereof prior to the recordation of the issuance of the Release of Construction Covenants as to the Property, Grantor will constitute a breach and entitle Grantor to terminate the DDA as to the Property.
 - (iv) The restrictions on a Transfer or Change of Control set forth herein shall terminate upon the recordation of the Release of Construction Covenants as to the Property.
- (b) Representatives of the City shall have a reasonable right of access to Property, upon two (2) business days' prior written notice to Grantee, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof. Representatives of the Grantor shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Grantee. All activities performed on the Property by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Grantee and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by the DDA.
- (c) Grantee shall pay when due all real estate taxes and assessments assessed and levied on or against the Property. Grantee shall not place, or allow to be placed on the Property, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to the DDA or Paragraph (4)(d) below or not otherwise authorized by the Grantor. Grantee shall remove, or shall have removed, any levy or attachment made on the Property, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Grantee from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Grantee in respect thereto.

- (d) Mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Property prior to the recordation of the Release of Construction Covenants as to the Property, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of the DDA. Grantee shall notify Grantor in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for Grantor written approval if Grantee proposes to enter into the same before the recordation of the Release of Construction Covenants as to the Property. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.
 - (e) Prior to the recordation of a Release of Construction Covenants as to the Property, if Grantee, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Property, the Grantor shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Paragraph (4)(e) or the DDA shall require Grantee to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Grantee in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale.
 - (f) The covenants of Grantee set forth in this Paragraph (4) shall remain in effect only until a Release of Construction Covenants has been recorded as to the Property.
- (5) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:
- (a) Grantor shall have the right, at its option, which must be exercised, if at all, prior to the cure, to reenter and take possession of the Property hereby conveyed with all Improvements thereon, and to terminate and revert in Grantor the estate hereby conveyed to Grantee, if after conveyance of title and possession to the Property, and prior to the Release of Construction Covenants as to the Property, Grantee shall:
 - (i) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Property, by Grantee following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee, provided that Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or

- (ii) abandon or substantially suspend construction of the Improvements on the Property for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by Grantor to Grantee, provided Grantee has not obtained an extension or postponement of time pursuant to Section 605 of the DDA; or
 - (iii) Transfer or attempt to Transfer the DDA, or any rights therein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Grantee Deed or the DDA, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by Grantor to Grantee.
- (b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall not defeat, render invalid, or limit:
 - (i) any mortgage, deed of trust, or other security interest permitted by Paragraph (4)(d) of this Grant Deed or the DDA; or
 - (ii) any rights or interests provided in this Grant Deed or the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property on which any Improvements to be constructed thereon have been completed in accordance with the DDA and for which a Release of Construction Covenants has been recorded as provided in the DDA.
- (d) Subject to the rights of the holders of security interests as stated in subparagraphs (5)(b)(i) and (ii) above, upon the revesting in Grantor of title to the Property, as provided in this Paragraph (5), Grantor shall, subject to applicable law and to the extent legally permissible, promptly use commercially reasonable efforts to resell the Property as soon and in such manner as Grantor shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by Grantor in its reasonable discretion), who will develop the Property and not resell the Property prior to such development or hold the Property for speculation in land. Upon such resale of the Property, or any part thereof, and satisfaction of the obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:
 - (i) First, to reimburse Grantor, for all reasonable costs and expenses incurred by Grantor arising from such revesting in Grantor, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Property (but less any income derived by Grantor from the sale of the Property in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment

or such charges during the period of Grantor ownership, then such taxes, assessments, or charges, as would have been payable if the Property was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee; and any amounts otherwise owing to Grantor by Grantee;

- (ii) Second, with any available balance, to reimburse Grantee the amount equal to (1) the Purchase Price for the Property, and (2) the Development Costs for the [West Parking Garage Site/East Transportation Site/Hotel Site], less (3) any gain or income withdrawn or made by Grantee therefrom or from the improvements thereon attributable to the Property; and
 - (iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.
- (e) For avoidance of doubt, the Grantor's exercise of its rights under this Paragraph (5) shall be its sole and exclusive remedy for the conditions described in the foregoing subparagraphs (5)(a)(i)-(iii) and such reverter rights shall only be applicable to the Property. To the extent that the right established in this Paragraph (5) involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Paragraph (5) are to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor

shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Grantee to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8 to the DDA) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Property and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Property."

(8) All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the

Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The conditions, covenants and restrictions contained in Paragraphs (3)(a), (3)(b), (4) and (5) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenants issued by Grantor for the Property. The covenants concerning the maintenance standards and nondiscrimination in Paragraphs (3)(c), (3)(d), (6) and (7), and the covenant of Grantor in Paragraph 13, of this Grant Deed shall remain in perpetuity.

(10) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid the lien or charge of any mortgage or deed of trust or security interest permitted by Paragraph (4)(d) of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed-in-lieu of foreclosure, trustee's sale or otherwise.

(11) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by Grantor is recorded for the Property conveyed hereby or such part thereof

(12) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in Paragraphs (4) and (5) of this Grant Deed.

(13) Grantor agrees to, from time to time, execute and deliver to any lender or prospective lender of Grantee, or other applicable third-party, within ten (10) City business days after a written request is received by the City, an estoppel certificate, in commercially reasonable form, certifying that Grantor is not aware of any default by Grantee of any of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed, or the occurrence of an event that with notice or the passage of time or both would be default by Grantee hereunder if not cured (or if there is a default, a description of the nature of such default), and such other reasonable matters as may be requested.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20 _____.

GRANTOR:

CITY OF INGLEWOOD
a municipal corporation

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

ACCEPTANCE OF CONVEYANCE

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth.

GRANTEE:

MURPHY'S BOWL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

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

[To be inserted]

ATTACHMENT NO. 8

EMPLOYMENT AND TRAINING AGREEMENT

In cooperation with the City of Inglewood, the Developer shall aid in the creation and development of a job recruitment and training program in order to provide employment opportunities to Inglewood residents during construction of the Project. The program shall maximize the availability and accessibility of employment in connection with the construction of the improvements on the Property. As further provided below, it shall be the goal of the Developer to award at least 30% of the total value of funds awarded for contracts and subcontracts related to construction activities of the Project, to minority contractors (reflecting the makeup of the Inglewood Community) with at least 50% of the 30% being awarded to local qualified Inglewood businesses. Special emphasis shall be placed on the creation of a partnership between the Developer and the City of Inglewood as the principal resources to achieve the aforesaid goal.

The Developer's commitments set forth below are also included in Exhibit C to the Development Agreement, and compliance with the requirements of Exhibit C to the Development Agreement shall also constitute satisfaction of the requirements of this Employment and Training Agreement. Exhibit C to the Development Agreement also includes additional Developer's commitments regarding employment recruitment and training with respect to the operation of the Project.

The Developer shall initiate the following actions/activities:

- a) **Workforce Outreach.** In consultation with the City, Developer shall fund a Workforce Outreach Coordination Program (the "**WOCP**") in the aggregate amount of \$600,000, over a period of 4 years, starting from the Effective Date. Funding for the WOCP shall include the costs of outreach and marketing, and the retention of a qualified Workforce Outreach Coordinator. Developer shall hire a local qualified Workforce Outreach Coordinator for the construction period, and shall designate a Workforce Outreach Coordinator on the Arena operations staff following completion of construction, whose job responsibilities shall include marshaling and coordinating workforce outreach, training and placement programs construction jobs as well as operations related jobs as provided in Exhibit C to the Development Agreement. The Workforce Outreach Coordinator shall also marshal and coordinate workforce outreach and training and placement programs by engaging in the following community outreach activities: (i) advertising available workforce programs; (ii) establishing a community resources list that includes the Inglewood Chamber of Commerce, service organizations, block clubs, community town hall meetings, and religious organizations; and (iii) notification and advertising of upcoming job opportunities and job fairs as described below. The overall objectives and goals of the WOCP shall include: (i) establishing strategic community outreach partners with existing organizations such as community organizations, churches, and state and local resources; (ii) partnering with community organizations to facilitate intake and assess

potential job training candidates; (iii) building working relationships with contractors, religious organizations, local political leaders and other local organizations; (iv) working with contractors to estimate the number of employment opportunities and required skills; and (v) monitoring efforts by contractors as required in this Employment and Training Agreement. In furtherance of these objectives, the Workforce Outreach Coordinator shall also coordinate with existing organizations, which offer employment and training programs for Inglewood residents, such as the South Bay Workforce Investment Board and other similar organizations so that the expertise of that organization is matched with the particular Project need, it being recognized that the needs of the Project and the available organizations will change over time.

- b) **MBE/DBE Participation Goals.** Developer shall require that all construction contractors shall have a goal to achieve participation by MBE/DBEs of at least 30% of the total value of contracts and subcontracts awarded for construction activities during the Project, with a goal of at least 50% of such 30% goal being awarded to local qualified businesses located in Inglewood. Developer's and its contractors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit MBE/DBEs; (ii) coordination with organizations such as the Inglewood Chamber of Commerce and other local service organizations to identify and solicit MBE/DBEs; and (iii) funding (by Developer only) and participation in job fairs as further provided in paragraph c) below.
- c) **Job Fairs.** Developer shall contribute a maximum of \$150,000 over the lifetime of the Project in order to fund at least 4 job fairs and related advertising and promotion for those job fairs. At least one job fair shall take place 3 months prior to the commencement of the Project, with the second job fair to take place no later than six months prior to the first ticketed event held after the opening of the Arena. All job fairs shall be open to the general public and include information about available employment opportunities, as well as opportunities to submit resumes and applications. Developer shall publish notice of each jobs fair once each week in a newspaper of general circulation in Inglewood for 3 weeks prior to that job fair.
- d) **Planning Efforts.** The Developer shall participate in the ongoing local planning efforts of the State of California's Employment Development Department and Workforce Investment Act Program. This participation may take the form of membership in the South Bay Work Force Investment Board or other formal advisory bodies that assist in program design as seen fit by the Developer and the City.

The City shall initiate the following actions/activities:

- e) The City shall work with the Developer to develop training and recruitment materials which will be used to solicit participation on the part of the minority

business community in the development of the Project. The City shall provide its list of minority contractors to the Developer which, to the greatest extent possible, shall be used, in conjunction with other resources, to solicit qualified contractors to work on this project.

- f) The City, will cooperate in the implementation of job fairs and other recruitment efforts, in conjunction with the Developer, to make sure that every conceivable effort is generated to attract the required qualified labor pool to assist in the attainment of the goals of this Employment and Training Agreement.

AUDIT AND COMPLIANCE

The Developer shall annually review its compliance with the requirements of this Employment and Training Agreement. The Developer will keep such records as are necessary to determine compliance with the requirements of this Employment and Training Agreement. These records will be designed to indicate (1) the number of minority subcontractors working on the development and (2) the progress being made in securing the services of minority group subcontractors.