California's Land Reuse and Revitalization Act ("CLRRA") Agreement
for
777 Front Street, Burbank, CA 91502

RECITALS

A. The California Land Reuse and Revitalization Act of 2004 ("CLRRA") was enacted by Assembly Bill No. 389, Montanez, on September 23, 2004,[1] to encourage and establish the clean up and reuse of underused urban properties subject to liability from historic contamination in a manner that is protective of public health and safety and the environment. Senate Bill 820 most recently extended the repeal date of CLRRA to January 1, 2027.

B. CLRRA provides for an eligible bona fide purchaser ("BFP"), innocent landowner ("ILO"), contiguous property owner ("CPO"), or prospective purchaser in contract to acquire a site ("PP") (collectively referred to as a "Person" under this Agreement) to qualify for specified immunities from liability for certain response costs or damage claims under applicable state statutes.

C. Under CLRRA, a Person seeking the immunities provided by CLRRA is required to enter into an agreement with an agency that requires the performance of various actions, including a site assessment and the preparation and implementation of a response plan if necessary.

D. The CLRRA program is a voluntary program afforded to qualifying Persons and does not alter existing state law regarding liability for releases or discharges of hazardous substances or hazardous materials not addressed by this Agreement.

E. Northridge Properties, LLC ("Northridge") is the current owner of the property located 777 Front Street, Burbank, CA 91502 ("Site"). Northridge entered into an Option Agreement, as amended, with SJ4 Burbank LLC ("SJ4") for the future acquisition and redevelopment of the Site by SJ4 ("Option Agreement"). The Los Angeles Regional Water Quality Control Board ("Los Angeles Water Board") is the designated administering agency for the Site under the Unified Agency Review of Hazardous Materials Release Sites law.[2] Pursuant to this CLRRA Agreement (the "Agreement"), the Los Angeles Water Board has approved Northridge's investigation and assessment of the Site, and in the event that SJ4 acquires the Site, will oversee any necessary Site remediation so that SJ4 may be entitled to the immunities afforded under CLRRA.

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[1] Assembly Bill No. 389 added Chapter 6.82 (commencing with section 25395.60) and Chapter 6.83 (commencing with section 25395.110) to Division 20 of the Health and Safety Code.

[2] California Health & Safety Code, Chapter 6.65 (commencing with Section 26260), Division 20.

F. SJ4 and the Los Angeles Water Board hereby agree as follows:

1. INTRODUCTION

1.1 Purpose. The purpose of this Agreement is to implement CLRRA for the assessment and remediation of the Site, so that SJ4 may qualify for the immunities afforded under CLRRA and the Los Angeles Water Board may be reimbursed for its oversight costs.

1.2 Parties. This Agreement is entered into by SJ4 and the Los Angeles Water Board, who are collectively the "Parties" to this Agreement.

1.3 Jurisdiction. CLRRA, as codified in Health and Safety Code section 25395.92, authorizes the Los Angeles Water Board to enter into an agreement with SJ4 with respect to the Site.[3]

1.4 Agreement Not an Admission. Entry into this Agreement by SJ4 does not constitute an admission of fact or liability or conclusion of law for any purpose or proceeding nor does it limit or waive any defense to liability that may be available to SJ4 under any other provision of law.

1.5 Agreement Not a Limitation. Nothing in this Agreement limits the Los Angeles Water Board's authority to conduct a response action the Los Angeles Water Board determines is necessary to protect public health and safety or the environment pursuant to an applicable statute. Further, except as otherwise expressly provided, nothing in this Agreement limits the Los Angeles Water Board's authority to issue an order or take any other action under any provision of law to protect public health and safety or the environment or to pursue any existing legal, equitable or administrative remedies pursuant to state or federal law.

2. DEFINITIONS

2.1 Citation to Health and Safety Code. Unless otherwise specified, definitions of terms used in this Agreement are those set forth in Health & Safety Code, Division 20, Chapters 6.82 and 6.83.

2.2. Applicable Statute. "Applicable Statute" means the statutory provisions listed in section 25395.66(a)-(e).

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[3] All further statutory references are to the Health and Safety Code unless otherwise indicated.

3. FINDINGS

3.1 Site Description. The Site is located at 777 Front Street in Burbank, California. A map of the Site, along with a figure depicting key features, is attached as Exhibit A.

3.2 Site History. On November 8, 2018, SJ4 submitted to the Los Angeles Water Board a complete and signed application and All Appropriate Inquiries ("AAI") report that provide sufficient information for the Los Angeles Water Board, pursuant to section 25395.92(c), to prepare this Agreement, to determine that the Site is an eligible site under section 25395.79.2 and to determine that SJ4 meets the conditions that apply as of the effective date of this Agreement to qualify as a PP pursuant to section 25395.91(a)(2).

3.3 Eligibility of Site. Based on the information submitted in the application, the AAI report, and the environmental reports referenced in the application and on the Geotracker database listing for the Site (referenced as Ford Leasing Development Company (Former Zero Corp) (SL0611181789)), the Los Angeles Water Board has determined that the property meets the definition of a site specified under section 25395.79.2,[4] because it is real property located in an urban infill area; its redevelopment is complicated by the presence of hazardous materials; it is not excluded as a site listed by name or address on the National Priorities List[5] or state superfund site; and it is not solely impacted by a petroleum release.

3.4 Eligibility of SJ4. Based on the information submitted in the application, the AAI report, and the environmental reports referenced in the application and the AAI report, the Los Angeles Water Board has determined that SJ4 meets the conditions to qualify as a PP pursuant to section 25395.91(a)(2). SJ4 made all appropriate inquiries pursuant to section 25395.65, and will make all appropriate inquiries pursuant to section 25395.65 at the time of acquisition, and meets the conditions under section 25395.80 that apply as of the effective date of this Agreement.

If, at the time the PP acquires ownership of the Site, the PP continues to meet the requirements of section 25395.69, the PP will receive the immunities of section 25395.81. Notice of the ownership change will be submitted to the Los Angeles Water Board in writing at the time of transfer, and a copy of the recorded title transfer document provided for the Los Angeles Water Board's files. The anticipated acquisition date is

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[4] The Geotracker database for the Site can be accessed as follows: http://geotracker.waterboards.ca.gov/profile_report?global_id=SL0611181789

[5] https://www.epa.gov/superfund/superfund-national-priorities-list-npl

on or before August 2019. The PP will ensure that the AAI report is current at the time of acquisition, and provide any applicable updates/documentation to the Los Angeles Water Board for verification.

4. IMMUNITIES

4.1 Attachment of Immunities. SJ4 will be entitled to the immunities provided for by CLRRA, subject to CLRRA's statutory limitations and conditions, upon the transfer of ownership of the Site from Northridge to SJ4, and satisfaction of requirements in paragraphs 3.2 and 3.4 of this Agreement in the event it acquires title to the Site.

4.2 Immunities in Effect. Pursuant to section 25395.81(a)(1), SJ4 is not liable under any applicable statute for a claim made by any person, other than an agency, for response costs or other damages associated with a release or threatened release of a hazardous material at the Site characterized in the Site assessment conducted pursuant to, or a response plan pursuant to, article 6 of CLRRA (commencing with section 25395.90). Pursuant to sections 25395.81(c), 25395.82 and 25395.93, the immunities will remain in effect unless one or more of the following occurs: SJ4 or the Los Angeles Water Board withdraws from the Agreement; the Agreement is terminated before a finding of no further action or a certificate of completion is issued; SJ4 receives a notice from the Los Angeles Water Board of an unapproved material deviation from the Agreement; a new release of hazardous materials not addressed in the Response Plan (as set forth in Section 5.4), that poses an unreasonable risk is discovered before a finding of no further action or a certificate of completion is issued and the new release is not appropriately resolved to the satisfaction of the Los Angeles Water Board; or a new release of hazardous materials not addressed in the Response Plan that poses an unreasonable risk is discovered after a finding of no further action or a certificate of completion is issued, and either SJ4 caused or contributed to the new release or the new release is not appropriately resolved to the satisfaction of the Los Angeles Water Board.[6] SJ4 will be given an opportunity to cure within a reasonable period of time before the Los Angeles Water Board terminates this Agreement for an unapproved material deviation from the Agreement pursuant to sections 25395.81(c)(1) and 25395.93(d).

4.3 Chapter 6.82 Repeal. Immunities that attach at the time this Agreement is fully executed will continue to remain in full force and effect, in the event Chapter 6.82 is either repealed or sunsets on or before January 1, 2027, provided that SJ4 continues to be in compliance with the requirements of that Chapter, including the provisions listed in Section 5.7 of this Agreement, all approved response plans and all other applicable laws.

[6] The foregoing immunities are without prejudice to the contractual rights and remedies as between SJ4 and Northridge pursuant to the Option Agreement.

4.4 Effect of Fraud, nondisclosure, or misrepresentation. If SJ4 commits fraud, intentional nondisclosure, or misrepresentation to the Los Angeles Water Board or any other agency with respect to any requirement under CLRRA Chapter 6.82, then SJ4 does not qualify as a Person ("including as a PP or BFP") and does not qualify for immunity.

4.5 Disclosure Provisions. SJ4 will comply with all reporting, disclosure and notification requirements under all applicable statutes.

5. ACTIVITIES

5.1 Activities to be Conducted. SJ4 and the Los Angeles Water Board agree that the following activities are to be conducted under this Agreement in accordance with the schedule set forth in the Response Plan.

5.2 Submittal of Existing Data. SJ4 has made available to the Los Angeles Water Board and has provided copies of all data and information, known to SJ4, concerning contamination at the Site, whether or not such data and information was developed pursuant to this Agreement. All such known data and information is identified in Section 3.3 of this Agreement. SJ4 will also inform the Los Angeles Water Board of any other known reports and documents, not in its possession, pertinent to the hazardous materials management and/or release, characterization and cleanup of the property, including the name of the document (if known) and the identify and address of the person/entity with possession of the document (if known).

5.3. Site Assessment. The Site owner, Northridge, has submitted several site assessment reports that have been reviewed and approved by the Los Angeles Water Board and contain all necessary information required under sections 25395.94(b)-(c). Northridge has submitted a health risk assessment ("HRA") to the Los Angeles Water Board that meets the requirements of section 25356.1.5(b)-(d).

5.3.1 Analysis and Approval of Site Assessment Reports. Upon reviewing the site assessment reports submitted under Section 5.3, the Los Angeles Water Board has determined the site assessment reports for the Site are adequate and contain all necessary information required pursuant to section 25395.94(b)-(c).

5.3.2 Requirement to Perform Additional Off-Site Assessment. The Los Angeles Water Board has requested additional, limited off-Site assessment work. Once a Response Plan is approved and SJ4 has acquired ownership of the Site, SJ4 will submit a Work

Plan to the Los Angeles Water Board detailing the installation of a single groundwater monitoring well along with nested soil vapor probes in a single boring. Upon approval by the Los Angeles Water Board, SJ4 will implement the Work Plan.

5.4 Response Plan. Based on the AAI report and information submitted by SJ4, the Los Angeles Water Board has determined that a response action is necessary to address an unreasonable risk from hazardous materials at the Site. A Response Plan will be submitted to the Los Angeles Water Board for approval. Once the Response Plan is approved and SJ4 has acquired ownership of the Site, SJ4 will implement the Response Plan. The Response Plan will contain the information specified in section 25395.96(a)-(b) and will provide that implementation of the plan will place the Site in a condition that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Upon approval of the Response Plan, the Los Angeles Water Board will notify all appropriate persons, including the City of Burbank.

5.4.1 Response Plan Public Participation. The Response Plan will provide for public participation that meets the requirements of section 25395.96.

5.4.2 Response Plan Components. The Response Plan will include all of the following: identification of the releases or threatened releases that the Response Plan addresses; documentation that the plan is based on adequate site characterization; identification of Response Plan objectives; identification of the proposed remedy; identification of the reasonably anticipated future land uses of the Site, current and projected land use and zoning designations; written confirmation by the authorized representative of the City of Burbank that the identified anticipated future land uses and current and projected land uses and zoning designations are accurate; description of activities that will be implemented to control any endangerment that may occur during the response action; description of any land use controls that are part of the response action; description of wastes and how they will be managed in conjunction with the response action; and provisions for removal of containment or storage vessels and other sources of contamination, including soils and free product, that cause an unreasonable risk.

5.4.3 Agreement to Implement Response Plan. Pursuant to section 25395.92(d)(1), SJ4 agrees to take all actions required for a response action pursuant to Health & Safety Code, Division 20, Chapter 6.8 and Water Code Division 7. Required actions may

include actions necessary to prevent an unreasonable risk before approval of the Response Plan. In such event, and up to the date that SJ4 acquires the Site (if such acquisition occurs), SJ4 agrees to cooperate with Northridge regarding the performance of any such actions.

5.4.4 Response Plan Schedule of Completion. The Response Plan will include a timetable that identifies a schedule for compliance with the response action activities required for the Site.

5.4.5 Determination of Appropriate Care. Within 60 calendar days after the Los Angeles Water Board receives the Response Plan submitted under Section 5.4, the Los Angeles Water Board will make a written determination as to whether proper completion of the Response Plan will constitute appropriate care for the purposes of section 25395.67(a).

5.4.6. Notification of Prospective Change in Land Use. After the Response Plan is approved, SJ4 will notify the Los Angeles Water Board in advance of any proposed change in the use or anticipated use of the Site for residential, hotel and commercial purposes. If the proposed change in use or anticipated use of the property requires a higher level of protection than the use or anticipated use identified in the Response Plan, the Los Angeles Water Board may require SJ4 to prepare and implement a new response plan that takes into account the change in use or anticipated use of the property. SJ4 will not make any change in use of the property inconsistent with any recorded land use control without the express approval of the Los Angeles Water Board made in accordance applicable provisions of sections 25233 and 25234.

5.4.7 Certificate of Completion. Upon completing the response actions set forth in the Response Plan, SJ4 will submit a response action completion report documenting its implementation of the Response Plan. If the Los Angeles Water Board determines this report is adequate, Los Angeles Water Board will issue a certificate of completion if it determines that: (a) all response actions other than long-term Operation and Maintenance ("O&M") requirements or monitoring have been satisfactorily completed in accordance with the approved Response Plan; and (b) if the Response Plan includes long-term obligations that have not been completed, including O&M requirements or monitoring, SJ4 has submitted an adequate long-term O&M plan ("O&M Plan") and, SJ4 has demonstrated initial compliance with the O&M Plan.

5.5 Operation and Maintenance. If the Los Angeles Water Board determines long-term O&M is required, the Los Angeles Water Board may, as a condition of issuing a certificate of completion, enter into an O&M agreement with SJ4 that governs long-term O&M activities and that provides for adequate financial assurance. SJ4 will select financial assurance provisions from the options available in Title 22, California Code of Regulations, section 66264.145. The Los Angeles Water Board may agree to the assignment and termination of SJ4's obligations, if any, if it is provided satisfactory evidence of financial assurance for the O&M obligations by the assignee and such successor enters into an acceptable O&M Agreement with the Los Angeles Water Board. Such agreement will not be unreasonably withheld.

5.6 Access. SJ4 will provide access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Response Plan or other provisions of this Agreement. To the extent necessary, such access will be provided to the Los Angeles Water Board's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or will be construed to limit in any way the right of entry or inspection that the Los Angeles Water Board or any other agency may otherwise have by operation of any law.

5.7 Notification of Field Activities. SJ4 will inform the Los Angeles Water Board at least seven (7) calendar days in advance of initiating field activities pursuant to the Agreement and will allow the Los Angeles Water Board and its authorized representatives to take duplicates of any samples collected pursuant to the Agreement.

5.8 Notification of Change of Ownership or Land Use Activities. SJ4 will notify the Los Angeles Water Board if the Site, or any portion of the Site, is to change ownership. SJ4 may not change the use of the Site in a way that is inconsistent with any recorded land use control unless the Los Angeles Water Board approves the change. SJ4 will execute and record any land use controls required under an approved Response Plan in accordance with the provisions of Civil Code sections 1457-1471.

5.9 Land Use Controls. If the Los Angeles Water Board determines there are hazardous materials at the Site at levels that are not suitable for unrestricted use, but that are suitable for the reasonably anticipated foreseeable use of the Site based on current and projected land use and zoning designations, Los Angeles Water Board will make a finding that no further action is necessary only if SJ4 has executed and recorded, pursuant to section 25395.99, a land use control instrument that restricts or imposes obligations on present or future uses or activities on the Site that the Los Angeles Water Board determines to be appropriate. SJ4 will meet all public comment and public participation requirements of section

25395.96 prior to executing and recording any land use control. Within 15 calendar days after recording the land use control, the Los Angeles Water Board will state in writing that executing and recording the land use control constitutes appropriate care for the purposes of section 25395.67.

5.10 CEQA Compliance. SJ4 will submit to the Los Angeles Water Board all documentation necessary for compliance with the California Environmental Quality Act, Public Resources Code, sections 21000-21177 ("CEQA").

5.11 Continuing Compliance with Qualifying Conditions. In order to continue to qualify as a PP, or as may be the case, a BFP, in addition to the conditions of section 25395.80 that apply on the effective date of this Agreement, SJ4 will comply with all conditions of section 25395.80 as they become applicable and as they continue to apply. These conditions include: (a) exercising appropriate care with respect to releases and threatened releases of hazardous materials at the Site; (b) providing full cooperation, assistance, and access to persons authorized to conduct response actions or natural resource restoration at the Site; (c) complying with land use controls established or relied on in connection with an approved response action at the Site; (d) not impeding the effectiveness or integrity of any aspect of any remedy employed at the Site in connection with a response action; (e) complying with all requests for information or administrative subpoenas concerning releases or threatened releases of hazardous materials by any agency with jurisdiction under an applicable statute; and (f) providing all notices and satisfying reporting requirements required by state or federal law with respect to the discovery or release of hazardous materials at the Site.

5.12 Endangerment.

5.12.1 SJ4 will notify the Los Angeles Water Board's Agreement Manager immediately upon learning of any previously unknown condition that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.

5.12.2 In the event the Los Angeles Water Board determines that any activity (whether or not pursued in compliance with the Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, the Los Angeles Water Board may order SJ4 to stop further implementation of the Agreement for such period of time as may be needed to abate the endangerment.

5.13 Additional Response Actions. The Los Angeles Water Board may require SJ4 to conduct additional response actions under any of the following conditions:

5.13.1 If a new release is discovered that is caused or contributed to by SJ4, and if the Los Angeles Water Board determines response action is necessary to protect public health and safety or the environment;

5.13.2 If a hazardous material that has been characterized in the Site assessment and been the subject of action in the response plan and the Los Angeles Water Board determines the hazardous material poses unreasonable risk to human health and safety or the environment;

5.13.3 If a release of hazardous materials that poses an unreasonable risk is discovered on the Site before Los Angeles Water Board makes a finding that no further action is required or issues a certificate of completion, then SJ4 will appropriately resolve the release to the written satisfaction of the Los Angeles Water Board;

5.13.4 If a release of hazardous materials that poses an unreasonable risk is discovered on the Site after Los Angeles Water Board makes a finding that no further action is required or issues a certificate of completion, and SJ4 did not cause or contribute to the release, then SJ4 will appropriately resolve the release to the written satisfaction of Los Angeles Water Board. See, section 25395.82(b)(2); or

5.13.5 If SJ4 is eligible for immunity regarding a release for which Los Angeles Water Board has determined no further action is required or for which Los Angeles Water Board has issued a certificate of completion, and Los Angeles Water Board finds that SJ4 caused or contributed to a newly discovered release on the Site, then SJ4 will respond to that release in accordance with all applicable statutes.

5.14 Submittal of Final Reports. For all final reports SJ4 will submit one hard ("paper") copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted ("pdf") file. The electronic copy shall be delivered to the Site manager (see below, paragraph 6.1) and a copy shall be uploaded to Geotracker.

6. OVERSIGHT & MANAGEMENT

6.1 Oversight Agreement and Project Managers. Anita Fang is designated by the Los Angeles Water Board as its manager for this Agreement, and she will be responsible for the daily oversight of this Agreement. Howard Heitner is designated by SJ4 as its manager for this Agreement. Each Party will provide at least ten (10) calendar days advance written notice to the other Party of a change of its designated agreement manager.

All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: Anita Fang
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

To: Howard Heitner
SJ4 Burbank LLC
1880 Century Park East, Suite 600
Los Angeles, CA 90067

7. PAYMENT OF LOS ANGELES WATER BOARD'S COSTS

7.1 SJ4 will follow the following procedures for payment of Los Angeles Water Board's oversight costs:

7.1.1 Cost Reimbursement. SJ4 shall reimburse the Los Angeles Water Board for all Los Angeles Water Board costs incurred pursuant to this Agreement, including for reviewing and overseeing implementation of a Response Action Plan or O&M Plan. SJ4 will reimburse the Los Angeles Water Board in accordance with section 25395.93 and Water Code section 13304.

7.1.2 Cost Estimate. An estimate of the Los Angeles Water Board's oversight costs is contained in Exhibit B. The cost estimate is the estimated cost of Los Angeles Water Board oversight of the activities set forth in Section 5 of this Agreement. The Parties acknowledge that the cost estimate is not the final cost figure. The Los Angeles Water Board will provide an updated Cost Estimate if the estimated oversight costs, or the scope of work, materially changes. If the Parties revise the Cost Estimate in Exhibit B, such revision will be incorporated into this Agreement as an amendment to Exhibit B.

7.1.3 Costs Included. Review and oversight costs will include reimbursement of all State Water Resources Control Board ("State Board") and Los Angeles Water Board costs associated with review and oversight of a site assessment plan, Response Plan or O&M Plan, without any limitation. This may include costs accrued before execution of the Agreement for advance review of a Response Plan or O&M Plan submitted by SJ4.

7.1.4 Payment Procedures. The State Board will invoice SJ4 quarterly. The invoices will reflect hourly charges and overhead. SJ4 will pay all invoices within thirty ("30") days of the mailing date of the invoice. If payment is not received by the State Board within thirty ("30") days of the date of the invoice, SJ4 may be deemed to be in material default of this Agreement. Any payment for billing not received by the State Board within ninety ("90") days is subject to the State Board's collection procedures, which may include issuance of civil liability complaints in excess of the amount owed.

7.5 Billing Address. SJ4's billing address is:

SJ4 Burbank LLC
Accounts Payable
777 South Highway 101, Suite 201
Solana Beach, CA 92705

7.6 Payment Address. All payments made by SJ4 pursuant to this Agreement will be by check made payable to the State Board, and bearing on its face the project code for the Site ("LS0611181789") and the docket number of this Agreement. Payments will be sent to:

State Water Resources Control Board
Division of Financial Assistance
SLIC Cost Recovery Program, 16th Floor
P.O Box 944212
Sacramento, CA 94244

8. DISPUTE RESOLUTION PROCEDURE

8.1 Dispute Resolution. The Parties agree to use their best efforts to resolve all disputes informally. If SJ4 fails to follow the procedures contained in this Section, it shall have waived its right to further contest the disputed issue.

SJ4 will first seek resolution with the Los Angeles Water Board's assigned Project Manager and supervisor. If the issue is not resolved after review by the supervisor, SJ4 will seek resolution with the Los Angeles Water Board's Executive Officer by presenting in writing the issues in dispute, the legal or other basis for SJ4's position, and the remedy sought. If the dispute pertains only to a portion of the costs included in any invoice, SJ4 will pay all costs that are undisputed in accordance with this Section 8.1 of this Agreement.

8.1.1. Petition for Review. To the extent that the Executive Officer's action is subject to Water Code section 13320, SJ4 may petition to the State Board pursuant to Water Code section 13320.

8.1.2. The dispute resolution process shall not extend any deadlines or toll any requirements under this Agreement unless modified by the Regional Board in its discretion.

9. ADDITIONAL PROVISIONS

9.1 Exhibits. All Exhibits are incorporated into this Agreement by reference.

9.2 Amendment. This Agreement may be amended in writing by mutual agreement of the Los Angeles Water Board and SJ4. An amendment may include changes to the terms and conditions of this Agreement, including changes to the Cost Estimate in Exhibit B and any other changes the Los Angeles Water Board determines to be necessary. Any agreed upon amendment will be in writing, will be signed by both parties, will be effective upon the date the amendment is signed by the Los Angeles Water Board and, once signed by the Los Angeles Water Board, incorporated into this Agreement.

9.3 Withdrawal and Termination Provisions. The circumstances and procedures under which SJ4 or the Los Angeles Water Board may withdraw from or terminate this Agreement, and the consequences of withdrawal or termination are as follows:

a. The Los Angeles Water Board may withdraw from the Agreement by providing 30-calendar day written notice to SJ4 for material

deviation from the Agreement or for fraud, intentional nondisclosure or misrepresentation to the Los Angeles Water Board.

b. SJ4 may withdraw from the Agreement by providing 30-calendar day written notice to the Los Angeles Water Board, if SJ4 has reimbursed Los Angeles Water Board for all costs incurred pursuant to the Agreement and if SJ4 has demonstrated to the written satisfaction of the Los Angeles Water Board that conditions at the site do not pose an endangerment to public health and safety or the environment. If the Los Angeles Water Board determines conditions at the site pose an endangerment to public health, safety or the environment, the Los Angeles Water Board may take appropriate response actions or require SJ4 to take appropriate response actions at the site to address the conditions that pose an endangerment.

c. Either SJ4 or the Los Angeles Water Board may terminate the Agreement before the Los Angeles Water Board makes a finding of no further action or issues a certificate of completion. SJ4 or the Los Angeles Water Board will provide 30-calendar day advance written notice of such termination to the other Party.

d. The Los Angeles Water Board may terminate the Agreement if the Los Angeles Water Board finds that the information that was submitted by SJ4 under Section 3.3 of the Agreement was not sufficient to make the findings under Section 3.4 of the Agreement.

e. If SJ4 or the Los Angeles Water Board withdraws from or terminates the Agreement, the immunities provided to SJ4 under the Agreement are no longer in effect.

9.4 Liens. If there are unrecovered costs incurred by the Los Angeles Water Board in connection with this Agreement, the State Board or Los Angeles Water Board will have the right to impose a lien on the Site for its unrecovered costs of any response action carried out at the Site, if the response action increased the fair market value of the Site that existed before the response action was initiated. The State Board and Los Angeles Water Board will conduct reasonable billing and collection efforts prior to placing any lien, including providing notice and a reasonable opportunity to cure to the record owner of the Site and any lender with a recorded security interest in the Site. The State Board or Los Angeles Water Board, and SJ4, may agree to other assurance of payment for the unrecovered response costs in lieu of a lien, as appropriate.

9.5 Petroleum Releases. If a release of petroleum related contamination from an underground storage tank is discovered on or under the Site after the effective date of the Agreement, SJ4 will conduct a response action and may use funds in the Underground Storage Tank Cleanup Fund created under section 25299.50 to the extent permissible by law, in accordance with section 25299.51.

9.6 Proponent Liabilities. Except as specified in CLRRA, nothing in the Agreement will constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of SJ4's past, current, or future operations.

9.7 Government Liabilities. The State of California ("State") will not be liable for any injuries or damages to persons or property resulting from acts or omissions by SJ4 or by related parties in carrying out activities pursuant to the Agreement, nor will the State be held as a party to any contract entered into by SJ4 or its agents in carrying out the activities pursuant to the Agreement.

9.10 Third Party Actions. In the event that the SJ4 is a party to any suit or claim for damages or contribution to which the Los Angeles Water Board is not a party, relating to the Site, SJ4 will notify the Los Angeles Water Board in writing within ten ("10") calendar days after service of the complaint in the third-party action. However, failure to give such notice within 10 calendar days will not be a material breach of the Agreement, and this requirement confers no rights on any third parties not party to the Agreement.

9.11 Governing Law. The Agreement will be governed, performed and interpreted under the laws of the State of California.

9.12 Parties Bound. The Agreement applies to and is binding upon SJ4 and upon any successor-in-interest to SJ4 approved by the Los Angeles Water Board pursuant to Section 5.5 and Exhibit C of this Agreement, and upon any successor agency of the Los Angeles Water Board that may have responsibility for and jurisdiction over the subject matter of the Agreement.

9.13 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

9.14 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

9.15 Counterparts. The Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered will be deemed to be an original, but such counterparts will together constitute one and the same document.

9.16 Integration. This Agreement and the Exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

Dated: 12/4/18

Renee Purdy
Acting Executive Officer, Los Angeles Regional Water Quality Control Board

Dated: _____

Howard Heitner
SJ4 Burbank, LLC

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Dated: _____

Renee Purdy
Acting Executive Officer, Los Angeles Regional Water Quality Control Board

Dated: 12/7/18

Howard Heitner
SJ4 Burbank, LLC

LIST OF EXHIBITS

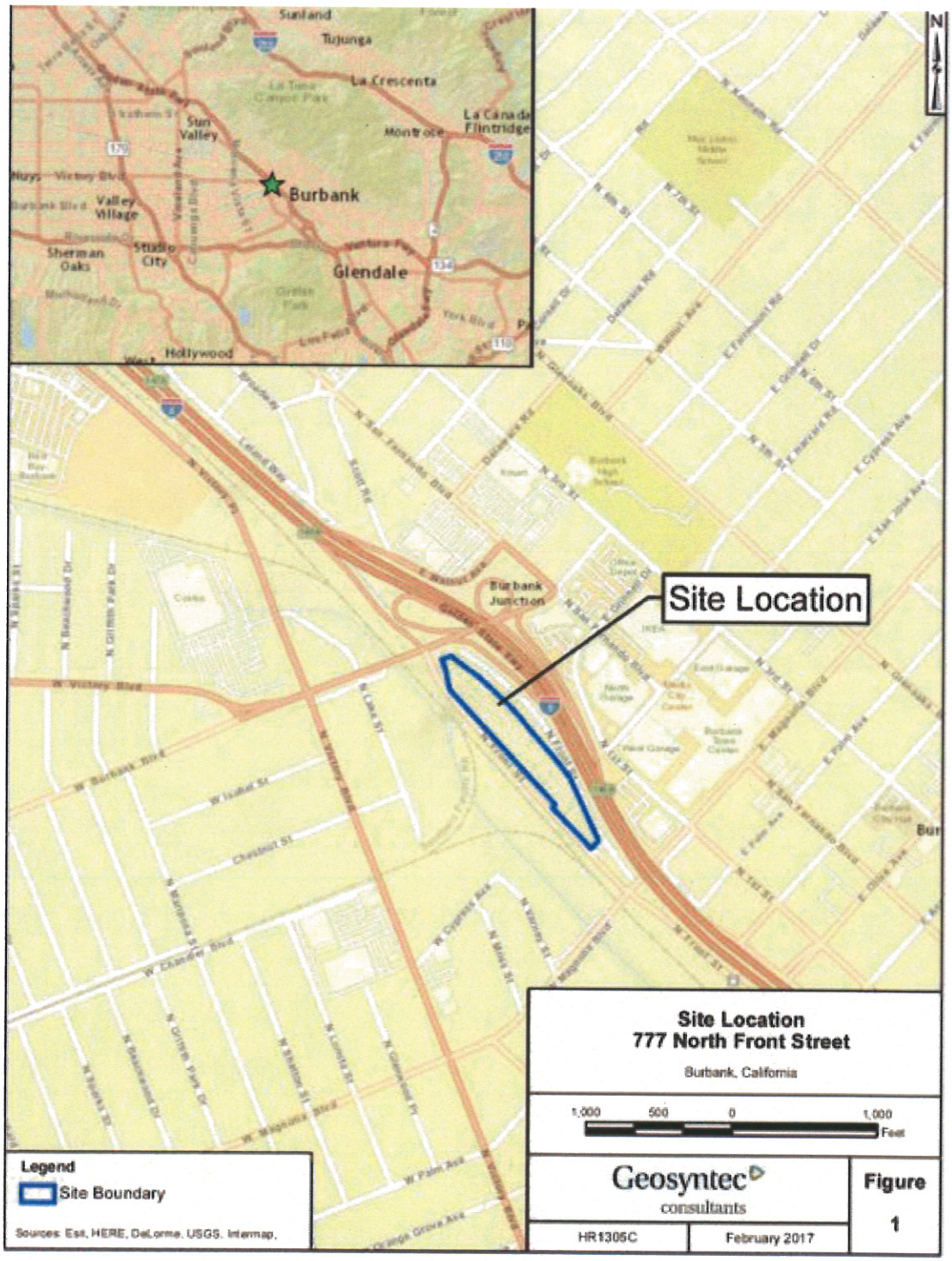
Exhibit A: Site Map

Exhibit B: Los Angeles Water Board Oversight Cost Estimate

Exhibit C: Assignment and Assumption Agreement

EXHIBIT A

(1) SITE MAP



(2) HISTORICAL LAYOUT OF & FEATURES AT SITE

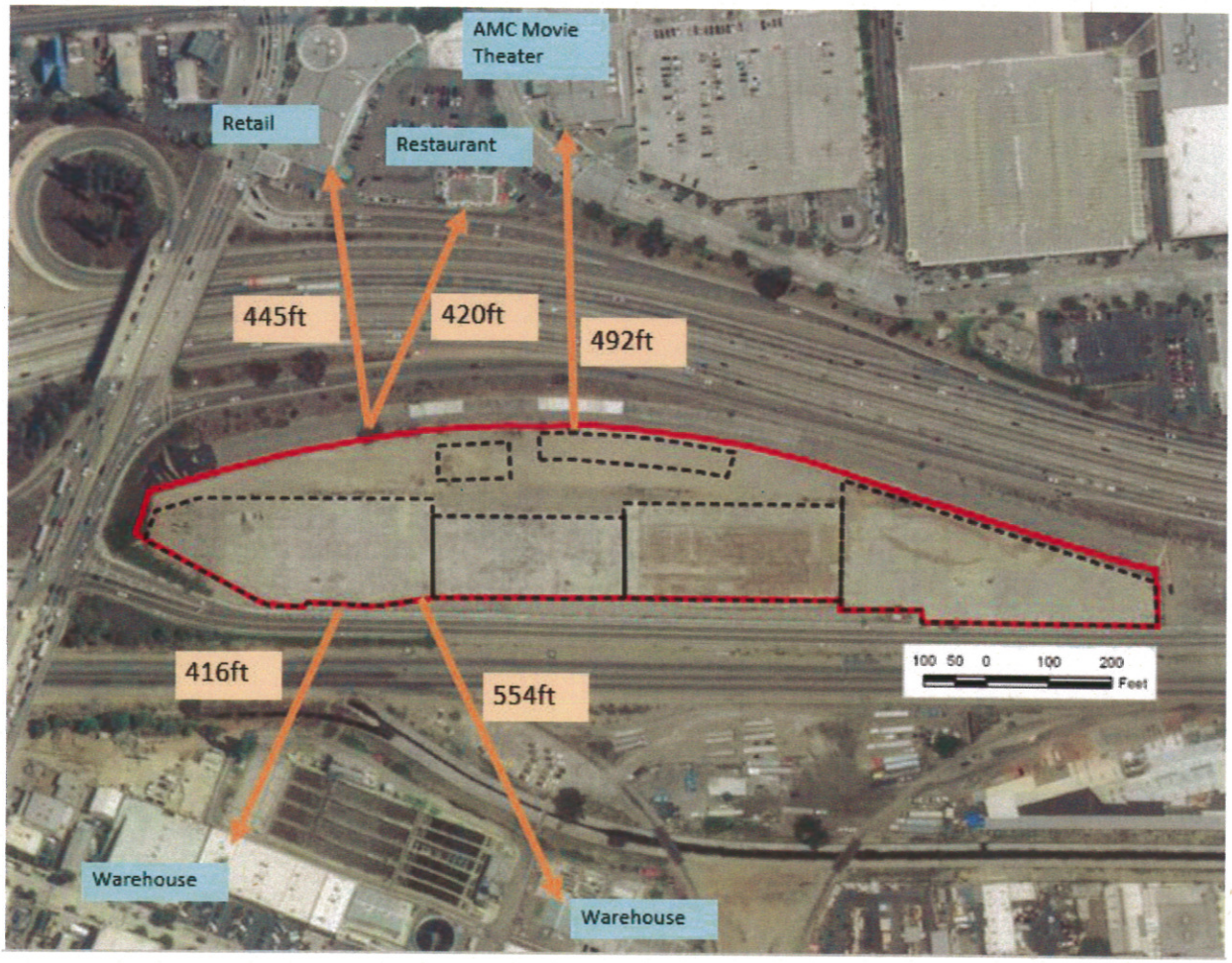


EXHIBIT B

LOS ANGELES WATER BOARD'S OVERSIGHT COST ESTIMATE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assumption Agreement") is dated as of _____ (the "Effective Date"), by and among SJ4 Burbank, LLC ("Assignor"), **[NAME OF ASSIGNEE/SUCCESSOR]** ("Assignee'), and, for purposes of consenting to this Assumption Agreement only, the State of California, Los Angeles Regional Water Quality Control Board ("Los Angeles Water Board").

RECITALS

WHEREAS, Assignor is a party to that certain Standard Agreement For Participating Under California's Land Reuse and Revitalization Act Program, by and between Assignor and Los Angeles Water Board, dated as of _____ ("CLRRA Agreement"); and

WHEREAS, Assignor wishes to assign to Assignee all of its obligations (from and after the Effective Date} pursuant to this Assumption Agreement effective as of the Effective Date, and Assignee wishes to assume all of Assignor's obligations (to the extent arising from and after the Effective Date) with respect to the CLRRA Agreement effective as of the Effective Date.

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

1. Assumption. Effective as of the Effective Date, Assignor assigns and Assignee agrees to hereby assume all of the remaining obligations (to the extent arising from and after the Effective Date} of the CLRRA Agreement.

2. Los Angeles Water Board's Determinations. Los Angeles Water Board has determined that the Assignee meets all of the qualifying conditions of HSC Section 25395.80 and either Section 25395.69 or 25395.70 of CLRRA, as applicable, and is qualified to perform any remaining obligations under the CLRRA Agreement, including, without limitation, long-term operation and maintenance, and, by execution of this Assumption Agreement, has agreed to assume such obligations.

3. Further Actions. Los Angeles Water Board hereby consents to the Assignment by Assignor, and Assumption by the Assignee, of the remaining obligations under the CLRRA Agreement. Assignor and Assignee each covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Counterparts. This Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Binding Effect. This Assumption Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their respective successors and permitted assigns.

6. Governing Law. This Assumption Agreement shall be governed by, and be construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement on the date first set forth above.

_____ Dated: _____
SJ4 Burbank, LLC

_____ Dated: _____
[Typed Name of Person Authorized to Sign on Behalf of Additional Party
[Title]

_____ Dated: _____
[Name of Executive Officer], Los Angeles Regional Water Quality Control Board