

EXCLUSIVE NEGOTIATING AGREEMENT

34618

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this "Agreement") is entered into as of May 23, 2017 (the "Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation ("Long Beach"), pursuant to a minute order adopted at its meeting on April 11, 2017, THE BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH ("Board", and together with Long Beach, the "City"), acting for and on behalf of the City of Long Beach and on its own behalf in its official capacity and pursuant to a minute order adopted at its meeting on March 6, 2017, and URBANA DEVELOPMENT, LLC, a California limited liability company ("Developer") (Developer, Long Beach and Board are collectively referred to herein as the "Parties").

RECITALS

The following recitals are substantive part of this Agreement.

A. City is the owner of fee title to approximately 8.5 acres of real property more particularly depicted in the Site Map attached hereto as Exhibit "A" and incorporated herein (the "Site").

B. The Site is subject to various land use requirements and approvals, including without limitation, regulations and requirements applicable to PD-18, the fact that the Site is adjacent to the Long Beach Airport (the "Airport") and within the Airport Layout Plan approved by the Federal Aviation Administration (the "FAA").

C. A portion of the Site is currently encumbered by Lease WDL-210 dated April 1, 2014 (the "Lease"), executed by and between City, as lessor, and Don Temple Storage, LLC ("Don Temple"), as lessee. The Lease is subject to early termination by City under certain conditions more particularly described in the Lease.

D. Developer intends to sublease all, or a significant portion of, the Site to Epson North America or its subsidiary ("Epson") pursuant to a sublease to be negotiated between Developer and Sublessee and subject to City's reasonable approval.

E. The purpose of this Agreement is to establish a period during which Developer and City shall exclusively negotiate with each other toward a Ground Lease and other related documents ("Ground Lease") for City's long-term ground lease of the Site to Developer, and Developer's development of the Site (the "Proposed Development").

NOW THEREFORE, the Parties mutually agree as follows:

1. Agreement to Negotiate. City and Developer agree that for the term of the Negotiating Period (as set forth in Section 2) each party shall negotiate diligently and in good faith with respect to the Proposed Development of the Site, and to negotiate the terms of and prepare a Ground Lease of the Site to Developer and the Proposed

Development of the Site for presentation to the City Council (and to the extent necessary, to the Board of Water Commissioners and the FAA) for its consideration, action, and approval. The Ground Lease will be in a format to be mutually negotiated by the Parties. City agrees to negotiate exclusively with Developer, and not negotiate with any other person or entity, nor conduct a public hearing for or approve any other development of the Site or any portion thereof with regard to the Proposed Development of the Site and the Ground Lease during the Negotiating Period.

2. Negotiating Period. City and Developer agree to negotiate exclusively for one hundred twenty (120) days after the Effective Date (the "Negotiating Period") for the purpose of determining whether to enter into a Ground Lease for the Site and, if so, the terms and conditions of such Ground Lease. At the request of Developer, the City Manager may, in his or her sole and absolute discretion, extend the Negotiating Period two times for up to ninety (90) days each. If, upon expiration of the Negotiating Period (including the extension(s), if any), a Ground Lease has not been approved and executed by City and Developer, then (i) this Agreement shall automatically terminate, (ii) Developer shall have no further rights regarding the subject matter of this Agreement or the Site, and (iii) City shall be free to negotiate with any other person or entity with regard to the Site.

3. Duties During Negotiating Period. The Parties' respective duties during the Negotiating Period are set forth in Exhibit "C" which is attached hereto and incorporated herein. The duties of the Parties shall be carried out in accordance with the ENA Schedule which is attached hereto as Exhibit "D" and incorporated herein. The timelines contained in Exhibit "C" and Exhibit "D" may be extended by the mutual agreement of the City Manager (or designee) and Developer; provided that any such extended timelines shall remain within the Negotiating Period, as the same may be extended.

4. Deposit. Within three (3) days of the Effective Date, Developer shall deliver to City cash or a cashier's or certified check in the amount of Forty Thousand Dollars (\$40,000) (the "Deposit"). During the Negotiating Period, the Deposit may be drawn down and used by City for paying reasonably necessary out-of-pocket third-party costs of consultants, architects, financial advisors, planners, engineers, and appraisers undertaken at the direction of City in furtherance of City's responsibilities under this Agreement. There shall be no obligation to invest the Deposit funds, and if invested such funds may be in a general passbook account, and interest, if any, shall be retained in such account. City shall maintain accurate documentation of any expenditures of Deposit funds, which information shall be made available to Developer upon request. The amount of the Deposit shall not act as a limit on Developer's obligations to pay for certain City costs to be incurred by City pursuant to this Agreement, including without limitation costs and expenses associated with CEQA review and compliance. In the event that any portion of the Deposit remains unspent at the end of the Negotiating Period and after the execution of the Ground Lease, such amount shall be held by City and applied to Developer's obligations under the Ground Lease. In the event that this Agreement is terminated prior to the end of the Negotiating Period and without execution of the Ground Lease, the remaining portion of the Deposit which has not previously been drawn down by City shall be returned by City to Developer.

5. Due Diligence. Developer and its architects, engineers and consultants, at Developer's sole cost and expense, shall have the right to inspect the Site (excluding that portion of the Site subject to the Don Temple Lease), make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Developer may require (collectively, the "Inspections").

(a) Developer shall cause the Inspections to be conducted at times reasonably acceptable to City and all affected tenants upon reasonable advance notice (at least one business day in each instance) and in a manner that does not materially adversely affect the Site or unreasonably disrupt or interfere with the business activities of any then current occupant of the Site. City may have a representative present at any Inspections of the Site. In conducting its Inspections at the Site, Developer and its agents and representatives shall (i) not damage any part of the Site or any personal property owned or held by any third party, (ii) promptly repair any damage to the Site resulting directly or indirectly from the entry by Developer or its agents, employees, contractors and representatives or from any such inspections, tests, investigations or studies, (iii) not injure or otherwise cause bodily harm to City, or its tenants, agents, guests, invitees, contractors and employees, (iv) comply with all applicable laws, (v) promptly pay when due the costs of all inspections, tests, investigations, and studies done with regard to the Site, and (vi) not permit any liens to attach to the Site by reason of the exercise of Developer's rights hereunder.

(b) As a condition precedent to the effectiveness of this Agreement, Developer shall procure and maintain at Developer's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(i) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Developer in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

(ii) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

(iii) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

(iv) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the architectural, engineering, planning, or other professional services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. Any sub-developers, brokers, or consultants which Developer may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Developer and to maintain insurance in compliance with the provisions of this section. Developer shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Developer's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

(c) Promptly upon completion of each Inspection, Developer shall cause the portion of the Site subject to such Inspection to be restored to the condition existing immediately prior to such Inspection. Developer shall provide City, at no additional charge, with copies of the results of each Inspection made by or for Developer concurrently with Developer's receipt of such results. Such information shall be furnished without any representation or warranty whatsoever as to the truth or accuracy or completeness of such information and City shall rely on such information at its sole risk and expense with no recourse against Developer or its consultants.

(d) Developer hereby indemnifies, defends, and holds harmless Long Beach and Board and their respective officers, employees, directors, shareholders, agents, representatives, affiliates, contractors, invitees and tenants, and the heirs, executors, successors and assigns of all of the foregoing, and the Site, free and harmless from and against any and all claims, damages, liabilities, demands, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of the conducting of Inspections or any other actions or omissions of Developer under this Agreement or with respect to the Site,

except to the extent caused by an indemnified party's gross negligence, recklessness or intentional misconduct.

(e) Developer's obligations under this Section 5 shall survive the expiration or termination of this Agreement.

6. No Predetermination of City Discretion. The Parties agree and acknowledge that nothing in this Agreement in any respect does or be construed to affect or prejudice the exercise of City's discretion concerning consideration of the Proposed Development or the Ground Lease, or any submittal by Developer. The Parties do not intend this Agreement to be a development agreement, lease, purchase agreement or other agreement for the lease or other conveyance of land or the construction or development of improvements thereon. The parties acknowledge that they have not agreed upon the essential terms of the subject matter of an agreed transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding the Parties' agreement upon the Proposed Development, the Parties intend any final agreement, if an agreement is reached, would be in the form of the Ground Lease, which will be considered and formally approved and executed by authorized representatives of each of the Parties in accordance with this Agreement. City does not intend by this Agreement to commit to a definite course of action with respect to the Proposed Development or the Ground Lease. City retains full discretion with respect to the Proposed Development and the Ground Lease, any CEQA documentation with respect to the Proposed Development and the Ground Lease, and any mitigation measures or alternatives to the Proposed Development pursuant to CEQA, including a decision not to proceed with the Proposed Development or Ground Lease.

7. Costs and Expenses. All fees and expenses for engineers, architects, financial consultants, legal, planning and other consultants and contractors, retain by Developer to perform Developer's obligations under this Agreement, shall be the sole responsibility of Developer. City shall not be obligated to pay or reimburse any costs or fees incurred by Developer in performance of any of the obligations of Developer under this Agreement, whether or not this Agreement is terminated, extended, or results in the execution of the Ground Lease.

8. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for City with respect to the subject matter of this Agreement; provided, however, that the City Council and the Board of Water Commissioners reserve their respective rights to consider and approve or disapprove in their sole discretion the proposed Ground Lease. The Managing Member of Developer or his or her designee shall be the lead negotiator for Developer with respect to the subject matter of this Agreement.

9. Change in Developer. The qualifications of Developer are of particular interest to City. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement, nor shall Developer assign all or any part of this Agreement, without the prior written approval of City, which approval City may grant, withhold or deny at its sole and absolute discretion.

Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee. Notwithstanding the foregoing, the parties acknowledge that it may be necessary or convenient for Developer to assign its rights hereunder to a related entity in order to facilitate the financing and the development of the Proposed Development. Accordingly, Developer shall be entitled to assign its rights and delegate its obligations under this Agreement to a partnership, corporation, trust, limited liability company, or other entity controlling, controlled by or under common control with Developer (with "control" meaning at least fifty percent (50%) of the ownership and voting interests in the proposed entity). Prior to and as a condition of the effectuation of any such assignment, Developer shall submit to City such documentation regarding the proposed assignee as is reasonably requested by City and City shall determine that the assignee has been duly formed and controls, is controlled by, or is under common control with Developer.

10. City Cooperation. City shall cooperate fully with Developer's inspections and investigations of the Site, which cooperation shall include making available at an reasonable times to authorized representatives of Developer for inspection and copying any and all files, documents, correspondence, books, records and other written materials in any way related to the Site. City agrees to respond promptly to any inquiry which Developer may make from time to time with respect to the information contained in such materials, and shall instruct its agents and employees to give specific answers to Developer's inquiries from time to time relating to the condition and operation of the Site. City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing for the Proposed Development. City shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of City to provide in connection with the preparation of Developer's submissions to City pursuant to this Agreement or as required by state or local laws and regulations. This requirement does not obligate City to incur any monetary costs therefor.

11. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City: City of Long Beach
 333 West Ocean Boulevard
 Long Beach, California 90802
 Attn: City Manager

To Developer: Urbana Development, LLC
 425 E. 4th Street, Unit E
 Long Beach, CA 90802
 Attn: Richard Lewis

Any party may designate a different address for itself by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail, shall be deemed to have been given upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given or delivered.

12. Default. Failure by either party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting party may exercise the remedies set forth in Section 13.

13. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting party shall be (a) to terminate this Agreement, and/or (b) in the event of uncured default by City under this Agreement, reimbursement of the remaining portion of the Deposit (if any). Following the termination of this Agreement, neither party shall have any further rights, remedies or obligations under this Agreement, except as specifically set forth herein. Neither party shall have any liability to the other for monetary damages for the failure to reach agreement on a Ground Lease despite its good faith efforts, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity with respect to such failure. Furthermore, Developer knowingly agrees that under no circumstance, including an uncured default by City under this Agreement, shall Developer have the right to specific performance for conveyance of any right, title or interest in the Site or any portion thereof and Developer shall not file a lis pendens with respect to the Site or any portion thereof. The Parties' rights and obligations under this Section 13 shall survive the expiration or termination of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

15. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. In no event shall an incomplete submittal by Developer trigger any of City's obligations of review, approval and/or performance hereunder; provided, however that City shall notify Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a Party completes a performance item earlier than the time required hereunder, the time for the next performance obligation of a Party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

16. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any Ground Lease and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the Proposed Development or any other project on the Site. All design, architectural, and building plans for the Proposed Development shall be subject to the review and approval of City. By its execution of this Agreement, and its subsequent approval of a preliminary development concept, preliminary Ground Lease term sheet, detailed development concept, and/or any other items which may be approved hereunder, City is not committing itself to or agreeing to undertake the disposition of the Site to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

18. Amendments. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the Party to be charged therewith.

19. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her duly authorized representative). The City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or concept the Proposed Development, or add to the costs incurred or to be incurred by City as specified herein. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

20. No Brokers. Each Party shall indemnify, defend, protect and hold harmless the other Party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this Agreement which results from any act or agreement of such Party.

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

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NOW THEREFORE, City and Developer have executed this Exclusive Negotiating Agreement as of the date first set forth above.

URBANA DEVELOPMENT, LLC, a
California limited liability company

May 11, 2017

By Richard Lewis
Name RICHARD LEWIS
Title MANAGER

"Developer"

CITY OF LONG BEACH, a municipal
corporation

May 30, 2017

By TZBULL
City Manager
Tom Modica
"City" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on May 22,
2017.


CHARLES PARKIN, City Attorney

By [Signature]
Deputy

BOARD OF WATER COMMISSIONERS
OF THE CITY OF LONG BEACH, acting for
and on behalf of the City and on its own
behalf

May 24, 2017

By


General Manager

"Board"

This Agreement is approved as to form on May 22, 2017.

CHARLES PARKIN, City Attorney

By

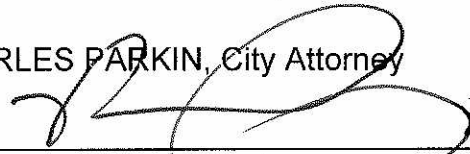

Deputy

EXHIBIT "A"
SITE DEPICTION

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SITE DEPICTION

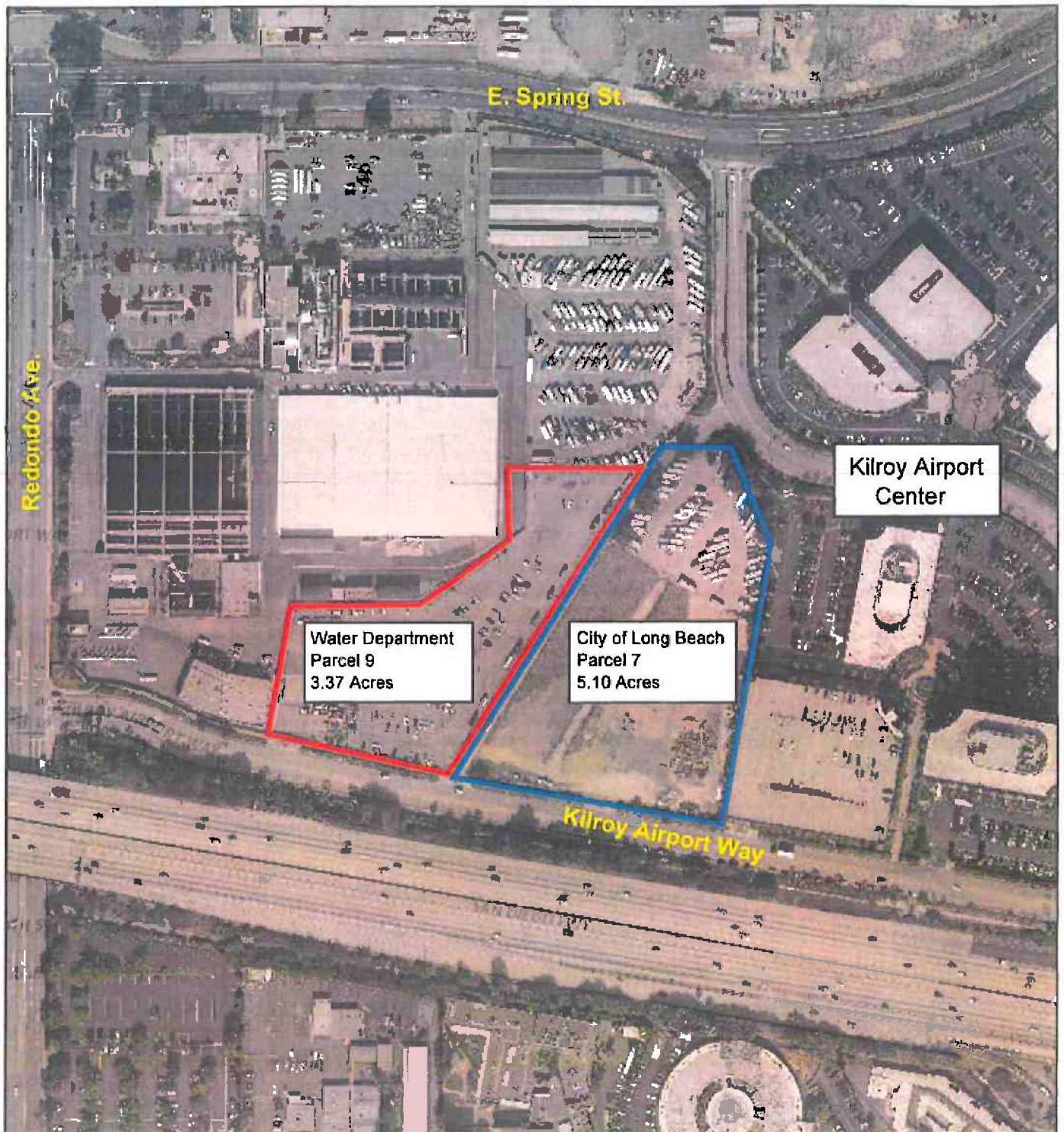


EXHIBIT "B"
[RESERVED]

EXHIBIT "C"

NEGOTIATING PERIOD DUTIES

a. Property Documents. Within the first thirty (30) days of the Negotiating Period, City shall provide or cause to be provided to Developer the following documents relating to the Site to the extent reasonably known to be in City's possession (except for such materials which have previously been provided to Developer) (i) any ALTA survey of the Site, (ii) any and all studies, tests and analyses relating to the physical or environmental condition of the Site (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) with respect to the Site, (iii) all tenant leases, rent rolls, service contracts, warranties for personal property, and architectural plans and specifications, and (iv) all land use requirements and approvals, including FAA rules, regulations and requirements, and any applicable zoning and land use plan. City shall provide any other documents relating to the Site which are reasonably known to be in the possession of City, at the request of Developer.

b. Developer Due Diligence. Developer and its architects, engineers and consultants, at Developer's sole cost and expense, shall commence their inspection of the Site, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Developer may require in its sole and absolute discretion, all in accordance with Section 5.

c. Title Report. Within the first thirty (30) days of the Negotiating Period, City shall cause Chicago Title Company, or another title company reasonably acceptable to the Parties, to provide Developer with a current preliminary title report covering the Site, together with legible copies of all documents and instruments referred to in said title report, to the extent available from the title company. Developer shall commence its review of the preliminary title report and documents.

d. Letter of Intent with Epson. Within the first thirty (30) days of the Negotiating Period, Developer shall provide City with a fully-executed letter of intent conditionally committing Epson to sublease all of the Site from Developer.

e. Developer Submission of Preliminary Development Concept. Within the first sixty (60) days of the Negotiating Period, Developer shall submit to City the following:

(i) a preliminary development concept generally describing the Proposed Development and sufficiently detailed for the purposes of City land use entitlement applications and CEQA analysis.

(ii) a preliminary site plan, including uses, elevations, massing and square footage.

(iii) a summary of the status of the due diligence items.

(iv) written approval of title to the Site.

f. City Evaluation of Preliminary Development Concept. Upon City's receipt of Developer's submission of the preliminary development concept City shall review Developer's submissions and shall approve or disapprove the preliminary development concept, in City's sole and absolute discretion. Developer agrees to reasonably cooperate in furnishing information to City as needed to verify and analyze Developer's submission.

g. Developer Submission of Conceptual Site Plan Review. Within thirty (30) days following City's approval of the preliminary development concept, Developer shall submit to City the following:

- (i) a detailed Conceptual Site Plan describing the Proposed Development.
- (ii) a detailed site plan, including uses, elevations, massing and square footage.
- (iii) a detailed estimate of development costs.
- (iv) a summary of the status of the due diligence items.

h. City Evaluation of Conceptual Site Plan. Upon City's receipt of Developer's submission of the detailed Conceptual Site Plan as provided above, City shall approve or disapprove Developer's submission, in City's sole and absolute discretion. Developer agrees to reasonably cooperate in furnishing information to City as needed to verify and analyze Developer's submission.

i. Sublease with Epson. Within the first one hundred twenty (120) days of the Negotiating Period, Developer shall provide City with a fully-executed sublease committing Epson to sublease all of the Site from Developer, conditioned only upon the execution of the Ground Lease by City and Developer.

j. CEQA Requirements. Developer shall coordinate with City's Development Services Department to determine and conduct the environmental review required by the California environmental Quality Act ("CEQA"). Developer shall be responsible for all costs incurred to comply with CEQA. The Parties agree that they will cooperate with each other with respect to CEQA compliance as required in order to permit City to consider approval of a Ground Lease and certification of a negative declaration, mitigated negative declaration or, if required, an environmental impact report.

k. Negotiation and Preparation of Ground Lease. The Parties shall diligently negotiate and prepare the Ground Lease. The Ground Lease shall include the terms and conditions of the ground lease of the Site from City to Developer, a Scope of Development which describes the improvements to be constructed by Developer, a Schedule of Performance which includes the timing of the development of the Site, use and operating covenants, and other terms and conditions.

l. Application for Land Use Entitlements. Developer shall make applications for all land use entitlements and approvals required for the Planned Development.

m. Evidence of Financing. Prior to the expiration of the Negotiating Period, Developer shall provide City with written evidence of a commitment from a qualified lender and/or equity sources for construction financing for the Proposed Development.

n. Appraisal. Within the first forty-five (45) days of the Negotiating Period, City shall obtain an appraisal of the fair market value of the Site based upon the prevailing rate of return on land value, with the conditions and requirements of the proposed Ground Lease, from an MAI-designated appraiser which is also licensed by the State of California as a Certified General Appraiser. The appraisal shall be conducted in conformance with USPAP standards. Developer shall be responsible for the reasonable cost of any appraisal as an expenditure of the Deposit.

o. Don Temple Lease. Prior to the Expiration of the Negotiating Period, City shall have terminated the Lease with Don Temple, at least in so far as the Lease encumbers the Site.

EXHIBIT "D"
ENA SCHEDULE

City delivers Property documents to Developer	June 22, 2017
City delivers Title Report to Developer	June 22, 2017
Developer delivers Epson LOI to City	June 22, 2017
City delivers appraisal to Developer	July 7, 2017
Developer submits preliminary development concept to City	July 24, 2017
Developer submits conceptual site plan	30 days after City approval of preliminary development concept
Developer submits executed Epson sublease to City	September 20, 2017