

ESTOPPEL AND AGREEMENT REGARDING PARKING AGREEMENT

32678

This **ESTOPPEL AND AGREEMENT REGARDING PARKING AGREEMENT** (this "**Agreement**") dated March 19, 2013, is made among **6TH & PINE DEVELOPMENT, LLC**, a California limited liability company, whose address is 741 Atlantic Avenue, Long Beach, California 90813 ("**Licensee**"), the **CITY OF LONG BEACH**, a California municipal corporation, whose address is 333 West Ocean Boulevard, 13th Floor, Long Beach, California 90802 (the "**City**"), and **MOLINA HEALTHCARE, INC.**, a Delaware corporation, whose address is 200 Oceangate, Suite 100, Long Beach, California 90802, Attention: General Counsel ("**Tenant**").

WHEREAS, Tenant and Licensee have entered into an Office Building Lease–Full Service Gross–Single Tenant Building(s), dated as of February 27, 2013 (the "**Lease**"), a Memorandum of which is to be recorded in the Official Records of Los Angeles County, California covering, among other property, the land (the "**Land**") described in **Exhibit "A"** which is attached hereto and incorporated herein by reference, and the improvements ("**Improvements**") thereon (or to be built thereon) (such Land and Improvements being herein together called the "**Property**");

WHEREAS, Licensee is the licensee under a Parking License Agreement by and between the City and Licensee entered into as of May 25, 2012 (as the same may from time to time be renewed, extended, amended or supplemented, the "**Parking Agreement**"), covering the use of up to five hundred (500) parking spaces located at one or more City-owned parking lots or structures, located within the City of Long Beach, California (herein referred to as the "**Parking Premises**"); and

WHEREAS, the term the "City" as used herein means the present licensor under the Parking Agreement, or, if the licensor's interest is transferred or assigned in any manner, the successor(s) or assign(s) occupying the position of licensor under the Parking Agreement at the time in question.

NOW THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Estoppel Certificate. The City and Licensee agree to execute and deliver from time to time, upon the reasonable request of the other party or of Tenant, a certificate regarding the status of the Parking Agreement, consisting of statements, if true (or if not, specifying why not), (a) that the Parking Agreement is in full force and effect, (b) the date through which payments have been paid, (c) the nature of any amendments or modifications of the Parking Agreement, (d) to the best of the City's and Licensee's knowledge, respectively, no default exists under the Parking Agreement, (e) to the best of the City's and Licensee's knowledge, respectively, no setoffs, recoupments, estoppels, claims or counterclaims exist against the City, and (f) such other matters as may be reasonably requested.

2. Acknowledgement and Agreement by the City. The City acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of a default by the Licensee under the Parking Agreement, the City shall give Tenant notice of such default concurrently at the time of delivery of notice of such default to the Licensee, and shall afford Tenant an opportunity to cure such default prior to termination of the Parking Agreement by the City, all pursuant to Section 14 of the Parking Agreement; provided, however, that Tenant shall have no duty or obligation to cure or remedy any breach or default. Notwithstanding the terms of the Parking Agreement, the City hereby grants Tenant, in addition to the period given to Licensee for remedying defaults, an additional thirty (30) days to remedy, or cause to be remedied, any such default. It is specifically agreed that the City shall not, as to Tenant, require cure of any such default which is personal to Licensee, and therefore not susceptible to cure by Tenant. In the event that such default shall be cured, either by Tenant or by Licensee, the City agrees that Tenant's use of the Parking Premises pursuant to the Parking Agreement shall not be disturbed and that the Parking Agreement shall not be subject to termination as a result of the occurrence of such default, which is cured either by Tenant or Licensee. The City shall accept performance by Tenant of any term, covenant, condition or agreement to be performed by Licensee under the Parking Agreement with the same force and effect as though performed by Licensee. No Licensee default under the Parking Agreement shall exist or shall be deemed to exist as long as Tenant, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure; provided that in no event shall such cure period exceed ninety (90) days.

(b) In the event of the termination of the Parking Agreement by reason of any default thereunder by Licensee, upon Tenant's written request, given within thirty (30) days after any such termination, the City, within fifteen (15) days after receipt of such request, shall execute and deliver to Tenant a new lease of the Parking Premises for the remainder of the term of the Parking Agreement upon all of the terms, covenants and conditions of the Parking Agreement. Tenant shall not become liable under the Parking Agreement unless and until Tenant becomes, and then only with respect to periods in which the Tenant succeeds to the interests of Licensee under the Parking Agreement.

(c) The City shall send a copy of any notice or statement under the Parking Agreement to Tenant at the same time such notice or statement is sent to Licensee if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Parking Agreement. The City represents and warrants to Tenant that a true and complete copy of the Parking Agreement has been delivered by the City to Tenant.

3. Acknowledgment and Agreement by Licensee. Licensee, as licensee under the Parking Agreement, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Tenant of any of its rights under the Lease, or in any way release Licensee from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Lease; and (b) the provisions of the Lease remain in full force and effect and must be complied with by Licensee. Licensee shall send a copy of any notice or statement under the Parking Agreement to Tenant at the same time

such notice or statement is sent the City if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Parking Agreement.

4. Parking Agreement Status. The City and Licensee certify to Tenant that neither the City nor Licensee has knowledge of any default on the part of the other under the Parking Agreement, that the Parking Agreement is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Parking Premises, that the Parking Agreement has not been modified or amended and that all of the agreements and provisions therein contained are in full force and effect.

5. Notices. All notices, request, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the beginning of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 5 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Parking Agreement or to require giving notice or demand to or upon any persons in any situation or for any person.

6. Miscellaneous.

(a) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the estate and rights created pursuant to the Lease.

(b) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any subsequent owner of the Property, and its heirs, personal representatives, successors and assigns; provided, however, that in such event, the Parking Agreement shall remain in full force and effect, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Licensee's interest is assigned or transferred; and provided further that the interest of Licensee under this Agreement may not be assigned or transferred without the prior written consent of Tenant and the City.

(c) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF CALIFORNIA.

(d) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(e) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(f) If any provision of the Agreement, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

(g) Each individual executing this Agreement on behalf of the parties hereto represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such party, in accordance with the terms of this Agreement.

(h) This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

LICENSEE:

6TH & PINE DEVELOPMENT, LLC,
a California limited partnership

By: *[Signature]*
Name: Michelle A. Moline
Title: Manager

CITY:

CITY OF LONG BEACH, a California municipal corporation

By: *[Signature]* Assistant City Manager
Name: Suzanne Frick
Title: Asst City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
3.19 2013
ROBERT E. SHANNON, City Attorney
By: *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

TENANT:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

LICENSEE:

6TH & PINE DEVELOPMENT, LLC,
a California limited partnership

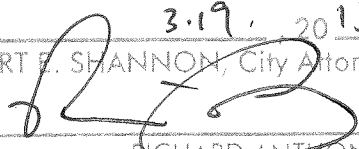
By: _____
Name: _____
Title: _____

CITY:

CITY OF LONG BEACH, a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

3.19. 2013
ROBERT E. SHANNON, City Attorney
By: 
RICHARD ANTHONY
CITY ATTORNEY

TENANT:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

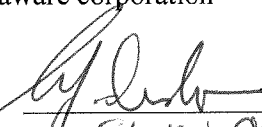
By: 
Name: Steven Okun
Title: Special Committee Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL 1:

THE WEST 371 12 FEET OF LOTS 1 AND 3, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE WEST LYING BETWEEN THE PROLONGATION OF THE NORTHERLY LINE OF LOT 1 AND THE SOUTHERLY LINE OF LOT 3 BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 200 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED TO THE GRANTOR THEREIN IN DEED EXECUTED BY TITLE INSURANCE AND TRUST COMPANY, TRUSTEE UNDER AGREEMENT AND DECLARATION OF TRUST EXECUTED HEREOF CREATING THOSE CERTAIN TRUSTS KNOWN AS ALBERT C. SELLERY TRUST AND THE ELEANOR D. SELLERY TRUST, RECORDED JULY 15, 1969 AS INSTRUMENT NO. 420, OF OFFICIAL RECORDS.

APN: 7273-025-013

PARCEL 2:

LOTS 5 AND 7, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE WEST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 5 AND THE SOUTHERLY LINE OF LOT 7, BY 8 FEET, AS VACATED IN RESOLUTION NO., C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-015

PARCEL 3:

THE SOUTH 5 FEET OF LOT 6 AND ALL OF LOT 8, IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE EAST LYING BETWEEN THE PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHERLY 5 FEET OF LOT 6 AND THE PROLONGATION OF THE SOUTHERLY LINE OF LOT 7, BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-016

PARCEL 4:

LOTS 10, 12 AND 14, IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, OF THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE EAST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 10 AND THE SOUTHERLY LINE OF LOT 14, BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY EDWARD R. LOVELL, TRUSTEE IN DEED RECORDED DECEMBER 1, 1971 AS INSTRUMENT NO. 155, OF OFFICIAL RECORDS.

APN: 7273-025-019 (PORTION)

PARCEL 5:

LOTS 17 TO 21 INCLUSIVE IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING SAID LAND ON THE NORTH LYING BETWEEN THE PROLONGATIONS OF THE WESTERLY LINE OF LOT 17 AND THE EASTERLY LINE OF LOT 21 BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10,

1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947, OF OFFICIAL RECORDS.

APN: 7273-025-020 (PORTION)

PARCEL 6:

LOTS 9, 11 AND 13, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID AND ON THE WEST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 9 AND THE SOUTHERLY LINE OF LOT 13 BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-017, 018 (PORTION)

PARCEL 7:

LOTS 24 TO 28 INCLUSIVE IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH. AS PER MAP RECORDED IN BOOK 19 PAGES 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING SAID LAND ON THE NORTH LYING BETWEEN THE PROLONGATIONS OF THE WESTERLY LINE OF LOT 24 AND THE EASTERLY LINE OF LOT 28 BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED April 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947, OF OFFICIAL RECORDS.

EXCEPT ALL OIL GAS AND OTHER HYDROCARBONS, IN AND UNDER THAT PORTION OF SAID LAND LOCATED MORE THAN 100 FEET BELOW THE SURFACE THEREOF BUT WITH NO RIGHT OF USE OF THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN 100 FEET OF THE SURFACE, AS RESERVED BY COVENANT PRESBYTERIAN CHURCH OF LONG BEACH, CALIFORNIA, IN DEED RECORDED MAY 19, 1965 AS INSTRUMENT NO. 999, OF OFFICIAL RECORDS.

APN: 7273-025-021 (PORTION)

PARCEL 8:

LOTS 15, 16, 22 AND 23, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING LOTS 15 AND 16 ON THE SOUTH LYING BETWEEN THE PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOTS 15 AND 16, BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947 AND ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING LOT 15 ON THE WEST AND ADJOINING LOT 16 ON THE EAST, LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY LINES OF SAID LOTS 15 AND 16, BY 8 FEET, RESPECTIVELY, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING LOTS 22 AND 23 OF THE NORTH, LYING BETWEEN THE PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOTS 22 AND 23, BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947 AND ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING LOT 22 ON THE EAST AND ADJOINING LOT 23 ON THE WEST, LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY LINES OF SAID LOTS 22 AND 23, BY 8 FEET, RESPECTIVELY, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, AND OTHER HYDROCARBONS, IN AND UNDER THAT PORTION OF SAID LAND LOCATED MORE THAN 100 FEET BELOW THE SURFACE THEREOF, BUT WITH NO RIGHT OF USE OF THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN 100 FEET OF THE SURFACE, RESERVED IN DEED RECORDED MAY 19, 1965 AS INSTRUMENT NO. 999, OF OFFICIAL RECORDS.

APN: 7273-025-018 (PORTION), 7273-025-019 (PORTION), 7273-025-020 (PORTION), 7273-025-021 (PORTION)

PARCEL 9:

THE EAST 112.5 FEET OF LOTS 1 AND 3, BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF

MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS IN AND UNDER SAID PROPERTY TOGETHER WITH THE EXCLUSIVE RIGHT TO USE SUCH PORTION OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR THE EXTRACTION OF OIL GAS AND MINERALS FROM SAID PROPERTY OR PROPERTY IN THE VICINITY THEREOF; HOWEVER, WITH NO RIGHTS OF SURFACE ENTRY WHATSOEVER. AS RESERVED TO THE GRANTOR THEREIN IN DEED EXECUTED BY SOCONY MOBIL OIL COMPANY, INC., A NEW YORK CORPORATION, SUCCESSOR BY MERGER TO GENERAL PETROLEUM CORPORATION, FORMERLY KNOWN AS GENERAL PETROLEUM CORPORATION OF CALIFORNIA, RECORDED MARCH 2, 1966.

APN: 7273-025-001

PARCEL 10:

LOTS 2 AND 4 AND THE NORTH 20 FEET OF THE LOT 6 IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE(S) 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF TRIBUNE COURT VACATED BY THE CITY OF LONG BEACH, RESOLUTION NO. 24596, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE FEET THE SOUTHERLY 20 FEET OF LOT 6, LYING SOUTHERLY OF THE SOUTHERLY LINE OF 7TH STREET, 80 FEET WIDE, LYING EASTERLY OF THE EASTERLY LINE OF LOTS 2, 4 AND 6 LYING WESTERLY OF THE EASTERLY LINE OF THE WEST 8 FEET OF SAID TRIBUNE COURT.

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 5 FEET OF LOT 6, AND ALL OF LOT 5, AND LOTS 7 THROUGH 28, INCLUSIVE, IN BLOCK 41 OF LONG BEACH, CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 OF PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, AS GRANTED BY DOCUMENT RECORDED NOVEMBER 7, 1988, AS INSTRUMENT NO. 88-1791681, OFFICIAL RECORDS.

EXCEPT THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES LOCATED IN AND UNDER SAID LAND BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, WITHOUT RIGHT OF SURFACE ENTRY. AS RESERVED IN DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 93-716425 OFFICIAL RECORDS.

APN: 7273-025-014 (PORTION)