

TRANSPORTATION CONDITIONS PAYMENT, WAIVER, AND RELEASE AGREEMENT

This Transportation Conditions Payment, Waiver, and Release Agreement (this "Agreement") is made as of November 21, 2022 between The Boeing Company, a Delaware corporation ("Boeing"), and the City of Long Beach, a municipal corporation of the State of California ("City"). Boeing and City are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. On or about May 17, 2010, the Parties entered into the Douglas Park Amended and Restated Development Agreement (Contract No. 31625) (the "Development Agreement"), which Development Agreement incorporated (directly or by reference) the conditions to approval of Vesting Tentative Map 61252 dated December 14, 2004 (City of Long Beach) and Vesting Tentative Map 70937 (City of Long Beach), to the approval of final Tract Map No. 70937-1 (City of Long Beach), and to the approval of final Parcel Map No. 61251 (City of Lakewood) (collectively, the "Development Agreement Conditions").

B. Pursuant to that certain Agreement for Purchase of Real Property and Joint Escrow Instructions (the "Purchase Agreement"), dated as of August 20, 2020 between Boeing, as seller, and DOUGLAS PARK ASSOCIATES IV, LLC, a Delaware limited liability company, as buyer ("Buyer"), Boeing sold certain real property to Buyer, which real property is legally described in attached Exhibit A (the "Property"). In connection therewith and except as otherwise provided below, Boeing assigned to Buyer, and Buyer assumed from Boeing, all of the Development Agreement Conditions relating to the Property that had not already been satisfied or fulfilled as of the closing of the sale of the Property to Buyer.

C. Notwithstanding the assignment to Buyer of the Development Agreement Conditions relating to the Property as described in Recital B, above, Boeing retained the obligation to satisfy the following Development Agreement Conditions (collectively, the "Transportation Conditions"), if and when such Transportation Conditions were required by the City to be fulfilled: (i) Mitigation Measure V.L-17 of Exhibit F - Douglas Park Transportation Improvements and Phasing Program of the Development Agreement, also referred to as "Category D" in Exhibit F of the Vesting Map Conditions regarding widening the I 405 northbound on-ramp from southbound Cherry Avenue (collectively, the "MM-V.L-17 Condition"), and (ii) the additional (second) \$250,000 payment (the "\$250,000 Traffic Mitigation Payment") relating to residential traffic mitigation measures under Mitigation Measure V.L-18 of the Map Conditions for Tract Map 70937-1, also referred to as "Category E" in Exhibit F of the Vesting Map Conditions (collectively, the "MM-V.L-18 Condition").

C. In consideration of the Transportation Conditions Payment by Boeing to the City as specified hereinbelow, the City desires to acknowledge and agree for all purposes that the City shall, at the City's sole cost and expense, fulfill the Transportation Conditions in lieu of Boeing or Buyer or any of their predecessors, successors, or assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be and being legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Transportation Conditions Payment. Boeing shall pay City a total of Two Million Seven Hundred Ninety Seven Thousand Eight Hundred Seventy-Nine and 50/100 Dollars (\$2,797,879.50) (the "Transportation Conditions Payment") within ten (10) business days after mutual execution and delivery of this Agreement. Boeing shall pay the Transportation Conditions Payment via wire transfer to:

Bank Name : Union Bank
Account Name : City of Long Beach

ACH Account # [REDACTED]
ACH Routing number# [REDACTED]

2. Acknowledgement, Waiver, and Mutual Release.

(a) City Acknowledgement of Satisfaction/Waiver of Transportation Conditions. Effective upon City's receipt of the Transportation Conditions Payment, City, with the intention and effect of binding itself and its past and present direct and indirect affiliates, subsidiaries, divisions, managers, officers, predecessors, agents, employees, representatives, successors, and assigns (collectively, the "City Release Parties"), (i) acknowledges and agrees that Boeing has fully and finally satisfied the Transportation Conditions, and (ii) City will fulfill the Transportation Conditions in lieu of Boeing or Buyer or any of their predecessors, successors, or assigns, and (iii) City waives any and all rights that it may have to seek performance, fulfillment, or satisfaction of the Transportation Conditions from Boeing or from any other person or entity, including without limitation from Buyer or any of its successors or assigns in ownership or occupancy of the Property.

(b) City Release of Boeing Release Parties. Effective upon City's receipt of the Transportation Conditions Payment, City, with the intention and effect of binding itself and the City Release Parties, hereby releases, waives and forever discharges Boeing and its direct and indirect affiliates, subsidiaries, divisions, managers, officers, predecessors, agents, employees, representatives, successors, and assigns, as well as Buyer and affiliates, successors, assigns, and tenants (collectively, the "Boeing Release Parties") from, and hereby acknowledges full accord and satisfaction of, all claims, causes of actions, liabilities, damages, costs, or expenses (collectively, "Claims") that City or the City Release Parties ever had or now has against Boeing or the Boeing Release Parties, whether known or unknown, that arise out of or relate in any way (directly or indirectly) to the Transportation Conditions. The releases set forth in this paragraph do not, however, release any of Boeing's obligations under the terms of this Agreement or any of Boeing's obligations, if any, with respect to any other conditions under the Development Agreement.

3. No Admission of Liability. This Agreement is entered into to memorialize Boeing's full and final satisfaction of the Transportation Conditions, and nothing herein shall be deemed to imply, constitute or be construed as an admission of liability or wrongdoing on the part of any Party.
4. Severability. In the event that any part of this Agreement is declared to be unenforceable or void the remainder of the Agreement shall continue in full force without that part.
5. Entire Agreement. This Agreement contains the complete and entire agreement between the parties and supersedes any prior agreements or understandings between or among any of the Parties. Any modification, amendment, or waiver must be in writing and signed by each of the Parties.
6. Attorneys' Fees. In any action or dispute between or among any of the Parties arising out of or in any way connected with this Agreement (including any appeal therefrom), the prevailing Party in any such action or dispute, as determined by the trier of fact, shall be entitled to collect from the non-prevailing Party, as determined by the trier of fact, the prevailing Party's costs and expenses incurred in connection with such action or dispute, including, without limitation, all reasonable court costs and attorneys' fees.
7. Construction. The paragraph headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. It is intended by the Parties that this Agreement be interpreted in accordance with its fair and simple meaning, not for or against either Party, and neither Party shall be deemed to be the drafter of this Agreement.
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action, proceeding or arbitration arising out of this Agreement shall be commenced and heard in the County of Los Angeles, State of California.
9. No Representations. Each Party acknowledges that the other Party (and anyone acting on behalf of such other Party) has not made any promises, commitments or representations to it (or to anyone acting on its behalf) other than those contained in this Agreement, and each Party acknowledges that it has not relied upon any statement or representation made by the other Party with respect to the basis or effect of this Agreement or otherwise.
10. Specific Enforcement. This Agreement may be specifically enforced, and may be used as evidence in a proceeding in which any Party alleges a breach of this Agreement.
11. No Inference. Should any provision of this Agreement be subject to interpretation or construction, it is agreed by the Parties that the entity interpreting or construing the Agreement shall not apply a presumption against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the document. In the event that any language in this Agreement is found or claimed to be ambiguous, each Party hereto shall have the same opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language, without any inference or presumption being drawn against the drafter.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of a wet-ink signed .pdf document, with hard copies to follow by mail.

13. Authority. Each signatory below represents that he or she is authorized to execute this Agreement on behalf of the Party for whom such signatory is signing.

14. Representations and Warranties. Each of the Parties represents and warrants on its respective behalf, as follows:

(a) It received independent legal advice (or has voluntarily chosen not to seek the same) from legal counsel with respect to the advisability of making the settlement provided for herein, of executing this Agreement, and with respect to the releases, disclaimers, waivers, and all other matters contained herein; that it has read and understood the contents of this Agreement; and that it executes the same of its own free will.

(b) Neither it, nor any agent, representative, or attorney of such Party, has made any statement, representation, or promise to any other Party regarding any facts relied upon in entering into this Agreement, and no Party relies upon any statement, representation or promise of any other Party, or of any agent, representative, or attorney for such Party, in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

(c) It has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of Claims that it now holds, will ever hold, or has ever held against any other Party.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the date first above written.

"City"

CITY OF LONG BEACH,
a Charter City

By: Linda F. Tatum for
Thomas B. Modica
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"Boeing"

The Boeing Company

By: Marc A. Poulin
Name: Marc A. Poulin
Title: Authorized Signatory

Approved as to Form: 12-9-2022

City Attorney:

[Signature]
Erin Weesner-McKinley, Esq.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

Legal Description

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

PARCEL 1:

PARCEL A:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.01 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE FOLLOWING TRACTS OF LAND SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

(A) TRACT NO. TRACT NO. 70937-1, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS;

(B) TRACT NO. 70937-2, AS PER MAP RECORDED IN BOOK 1366, PAGES 30, 31 AND 32, OF MAPS;

(C) TRACT NO. 61252-1, AS PER MAP RECORDED IN BOOK 1327 PAGES 43 THROUGH 49 INCLUSIVE OF MAPS;

(D) TRACT NO. 61252-2, AS PER MAP RECORDED IN BOOK 1342 PAGES 39 THROUGH 42 INCLUSIVE OF MAPS; AND (E) TRACT NO. 70937-5, AS PER MAP RECORDED IN BOOK 1368 PAGES 69 THROUGH 72 INCLUSIVE OF MAPS; ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 1208.77 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE FOLLOWING TRACTS OF LAND SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

(A) TRACT NO. TRACT NO. 70937-1, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS;

(B) TRACT NO. 70937-2, AS PER MAP RECORDED IN BOOK 1366, PAGES 30, 31 AND 32, OF MAPS;

(C) TRACT NO. 61252-1, AS PER MAP RECORDED IN BOOK 1327 PAGES 43 THROUGH 49 INCLUSIVE OF MAPS;

(D) TRACT NO. 61252-2, AS PER MAP RECORDED IN BOOK 1342 PAGES 39 THROUGH 42 INCLUSIVE OF MAPS; AND (E) TRACT NO. 70937-5, AS PER MAP RECORDED IN BOOK 1368 PAGES 69 THROUGH 72 INCLUSIVE OF MAPS; ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE FOLLOWING TRACTS OF LAND SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

(A) TRACT NO. TRACT NO. 70937-1, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS;

(B) TRACT NO. 70937-2, AS PER MAP RECORDED IN BOOK 1366, PAGES 30, 31 AND 32, OF MAPS;

(C) TRACT NO. 61252-1, AS PER MAP RECORDED IN BOOK 1327 PAGES 43 THROUGH 49 INCLUSIVE OF MAPS;

(D) TRACT NO. 61252-2, AS PER MAP RECORDED IN BOOK 1342 PAGES 39 THROUGH 42 INCLUSIVE OF MAPS; AND (E) TRACT NO. 70937-5, AS PER MAP RECORDED IN BOOK 1368 PAGES 69 THROUGH 72 INCLUSIVE OF MAPS; ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.

ALSO EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE FOLLOWING TRACTS OF LAND SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

(A) TRACT NO. TRACT NO. 70937-1, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS;

(B) TRACT NO. 70937-2, AS PER MAP RECORDED IN BOOK 1366, PAGES 30, 31 AND 32, OF MAPS;

(C) TRACT NO. 61252-1, AS PER MAP RECORDED IN BOOK 1327 PAGES 43 THROUGH 49 INCLUSIVE OF MAPS;

(D) TRACT NO. 61252-2, AS PER MAP RECORDED IN BOOK 1342 PAGES 39 THROUGH 42 INCLUSIVE OF MAPS; AND (E) TRACT NO. 70937-5, AS PER MAP RECORDED IN BOOK 1368 PAGES 69 THROUGH 72 INCLUSIVE OF MAPS; ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL E:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND 52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND

51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF THE FOLLOWING TRACTS OF LAND SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

(A) TRACT NO. TRACT NO. 70937-1, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS;

(B) TRACT NO. 70937-2, AS PER MAP RECORDED IN BOOK 1366, PAGES 30, 31 AND 32, OF MAPS;

(C) TRACT NO. 61252-1, AS PER MAP RECORDED IN BOOK 1327 PAGES 43 THROUGH 49 INCLUSIVE OF MAPS;

(D) TRACT NO. 61252-2, AS PER MAP RECORDED IN BOOK 1342 PAGES 39 THROUGH 42 INCLUSIVE OF MAPS; AND (E) TRACT NO. 70937-5, AS PER MAP RECORDED IN BOOK 1368 PAGES 69 THROUGH 72 INCLUSIVE OF MAPS; ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCELS 1, 2, 3 AND 4, PARCEL MAP NO. 61251, IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 363, PAGES 24 THROUGH 28 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINING, DRILLING, EXPLORING, OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON

SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS, AND PRODUCE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED JANUARY 27, 1950 AS INSTRUMENT NO. 1 IN BOOK 32094 PAGE 1 OFFICIAL RECORDS.

PARCEL 3:

LOTS 4 AND 5, OF TRACT NO. 70937-1, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1366, PAGES 27, 28 AND 29, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS, AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM THE BOEING COMPANY, A DELAWARE CORPORATION, RECORDED JULY 5, 2011 AS INSTRUMENT NO. 2011-900595 OF OFFICIAL RECORDS.