

**SUMMARY OF KEY TERMS AND CONDITIONS OF
JOINT DEVELOPMENT AGREEMENT AND GROUND LEASE
FOR THE LORENA PLAZA PROJECT
AT LACMTA'S 1ST/LORENA JOINT DEVELOPMENT SITE**

(DATED: JANUARY 31, 2021)

*This Summary of Key Terms and Conditions (“**Term Sheet**”) outlines the key terms and conditions of a development transaction by and between the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”) and A Community of Friends, a California Non-Profit Public Benefit Corporation (“**Developer**”), and its affiliates and related development entities, with respect to certain LACMTA real property situated on the northeast corner of 1st and Lorena Streets, in the community of Boyle Heights, in the City of Los Angeles. The development transaction contemplates, among other things, a proposed Joint Development Agreement (“**JDA**”) between LACMTA and Developer, and a proposed ground lease (“**Ground Lease**”) between LACMTA and Ground Lease Tenant (defined in Section 4.1). The purpose and intent of this Term Sheet is to set forth the general terms and conditions of the development transaction, including the JDA and Ground Lease. Any Section numbers referenced herein shall refer to the corresponding Section numbers in this Term Sheet.*

1. GENERAL DESCRIPTION

1.1 DEVELOPMENT SITE: LACMTA is the fee owner of approximately 1.3 acres of real property located at the northeast corner of 1st Street and Lorena Street, in the City of Los Angeles (the “**LACMTA Property**”). An approximately 0.4-acre portion of the LACMTA Property (the “**LACMTA Transit Property**”) is currently improved with a traction power substation (the “**Traction Power Substation**”) and will be excluded from the land leased to Ground Lease Tenant. The proposed development site (the “**Site**”) comprises an approximately 0.8-acre portion of the LACMTA Property, exclusive of any abutting Dedications (defined below in Section 1.2). (The anticipated Dedications described in Section 1.2 total approximately 0.1 acres.) The Site, the LACMTA Property and the LACMTA Transit Property are depicted on Exhibit 1 attached hereto.

1.2 DEDICATIONS: LACMTA will consider any dedications and grants of LACMTA's real property rights in the LACMTA Property to the City of Los Angeles or other public or quasi-public entities as are reasonably necessary to support the development, construction, and operation of the Project (defined below), subject to acceptable compensation to LACMTA. Dedications and grants approved by LACMTA shall be referred to herein as “**Dedications.**” Developer has informed LACMTA that, as of the date of this Term Sheet:

1. The City of Los Angeles is requiring the following dedications for public right-of-way purposes, each of which is depicted on Exhibit 1 attached hereto:
 - a. a 1.75-foot-wide dedication along the northerly 150 feet (approximately) of the LACMTA Property's northwesterly boundary abutting Lorena Street; and
 - b. a 2.5-foot-wide dedication along the northerly 216 feet (approximately) of the LACMTA Property's southeasterly boundary abutting an alley.
2. Developer does not know of any other dedications that will be required for purposes of the Project.

Subject to the approval of the LACMTA Board of Directors (the "**LACMTA Board**"), LACMTA does not take exception to the dedications described above; provided that the Developer and LACMTA have entered into the JDA and that such dedications do not negatively affect existing Public Transit Facilities (defined below) that are situated within or near the area to be dedicated.

1.3 DEDICATION REJECTIONS: Developer has indicated to LACMTA that (a) it has requested that the City of Los Angeles reject (the "**Dedication Rejection**") an approximately 695 square foot portion of a prior dedication abutting the LACMTA Property's southerly corner (the "**Rejection Area**") and (b) it has requested that the City of Los Angeles abandon and quitclaim to LACMTA the rights to a storm drain easement that cuts diagonally through the LACMTA Property from Lorena Street to just north of 1st Street (the "**Storm Drain Easement**"), including the right to install and maintain any storm drain improvements or any other improvements that were never installed in the Storm Drain Easement. The Rejection Area and the Storm Drain Easement are depicted on Exhibit 1 attached hereto. The Project (defined below) has been designed to encroach into the Rejection Area and landscaping and hardscape improvements are planned over the Storm Drain Easement. Developer acknowledges that (i) Developer or Ground Lease Tenant will redesign the Project to avoid the Rejection Area and accommodate any required setbacks, if the Dedication Rejection does not occur, and (ii) Developer or Ground Lease Tenant will obtain necessary approvals from the City of Los Angeles to construct landscaping and hardscape improvements over the Storm Drain Easement or will redesign the Project to eliminate any landscaping and hardscape improvements from this area, if the City of Los Angeles does not abandon and quitclaim to LACMTA the rights to the Storm Drain Easement. LACMTA does not take exception to the noted requests to reject the dedication of the Rejection Area or to abandon and quitclaim to LACMTA the rights to the Storm Drain Easement. LACMTA acknowledges that a

redesign of the Project requiring changes to certain design elements and a possible reduction of the square footage of the Project's Commercial Space (defined below) from 7,500 square feet to 5,000 square feet may be required if the Dedication Rejection does not occur. LACMTA agrees not to unreasonably withhold any approvals related to such changes if the Dedication Rejection does not occur.

1.4 PREMISES: The "**Premises**" shall be: (a) the Site plus the Rejection Area, in the event the Dedication Rejection occurs; or (b) the Site, in the event the Dedication Rejection does not occur.

1.5 PROPOSED PROJECT: The proposed development project (the "**Project**") will include, without limitation, (a) forty-nine (49) rental apartments (forty-eight (48) of which will be income-restricted affordable rental apartments and one (1) of which will be an unrestricted property manager's apartment), and having a Unit Mix as is more particularly indicated on either (i) Scenario 1 of Exhibit 2 attached hereto, in the event the Dedication Rejection occurs, or (ii) Scenario 2 of Exhibit 2 attached hereto, in the event the Dedication Rejection does not occur (collectively, the "**Affordable Housing**"); (b) approximately 7,500 square feet of commercial space (the "**Commercial Space**"), subject to possible reduction to 5,000 square feet pursuant to the following sentence; and (c) 48 to 53 parking spaces (38 of which will support the residential portion of the Project and the remaining 10-15 will support the Commercial Space). The Project will contain approximately 7,500 square feet of Commercial Space unless either the Dedication Rejection does not occur or a reduction in this space is reasonably required for the Project to be financially feasible; provided that any such reduction shall not exceed 2,500 square feet. The final square footage of the Commercial Space will dictate the final number of parking spaces supporting the Commercial Space, based on a parking ratio of 2 parking spaces per 1,000 square feet of this space. The Project shall comply with the City of Los Angeles' Green Building Code and shall be constructed to meet the minimum requirements of LEED certification.

1.6 PHASED DEVELOPMENT: The Project will be constructed in a single phase.

2. GENERAL CONDITIONS

2.1 FEDERAL, STATE AND LOCAL FUNDING SOURCE APPROVAL:

Initial investigation by LACMTA indicates that the parcels comprising the LACMTA Property were acquired by LACMTA for purposes of the Metro L Line (formerly the Metro Gold Line), which was constructed using Federal and State funds. Therefore, the construction and operation of the Project, the Ground Lease

transaction, the Dedications and other development-related matters contemplated in this Term Sheet are subject to: (a) applicable Federal and State approvals/concurrences, (b) LACMTA confirmation that such actions will not violate any bond funding related requirements or restrictions imposed on LACMTA, the LACMTA Property or the Metro L Line, and (c) applicable bond trustee and bond holder approval (collectively, the “**Funding Approvals**”). After execution of the JDA, LACMTA shall work diligently to obtain the Funding Approvals, subject to the requirements of funding providers.

**2.2 DEVELOPMENT
ENTITLEMENTS AND OTHER
LEGAL REQUIREMENTS:**

Developer has or will have obtained, prior to any LACMTA Board action with respect to the JDA or the Ground Lease, at its sole cost and expense, all required entitlements for the Project from the City of Los Angeles, as well as the completion of all CEQA Review (defined in the next sentence) related to the Project. “**CEQA Review**” of the Project, shall mean (a) environmental review and clearance of the Project pursuant to CEQA by the City of Los Angeles, as Lead Agency under CEQA, and the adoption of all related approvals/findings/determinations/certifications by the Los Angeles City Council and (b) environmental review and clearance of the Project pursuant to CEQA by LACMTA, as a Responsible Agency under CEQA, and the adoption of all related approvals/findings/determinations/certifications by the LACMTA Board. LACMTA will conclude its environmental review of the Project with the CEQA-related actions taken by the LACMTA Board when it authorizes execution of the JDA and Ground Lease in accordance with this Term Sheet. Developer and Ground Lease Tenant shall comply with all applicable City of Los Angeles zoning, land use, planning and entitlement-related requirements and other legal requirements related to the development, construction and operation of the Project.

2.3 COMPLIANCE WITH LAWS: During the term of the JDA and Ground Lease, Developer and Ground Lease Tenant (as applicable), at their sole expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to their respective rights and responsibilities under the JDA and Ground Lease. Furthermore, Developer shall acknowledge in the JDA that in LACMTA’s performance of its obligations and adherence to the terms and conditions of the JDA, LACMTA is subject to all applicable federal and state laws (including, but not limited to, California Government Code Section 54220 *et seq.* (the “**Surplus Land Act**”)), and that LACMTA shall not be obligated to perform any obligation or adhere to any covenant under the JDA if such performance or adherence would result in a violation of any such laws.

2.4 AS-IS CONDITION:

The Premises are being offered to Developer and Ground Lease Tenant for construction and operation of the Project under the Ground Lease in its as-is condition, without any warranty by LACMTA.

2.5 SITE REMEDIATION:

Neither Ground Lease Tenant, Developer nor LACMTA shall be responsible for any clean-up/remediation of the Premises, except that after execution of the Ground Lease, Ground Lease Tenant shall be required to clean-up/remediate any actionable levels of hazardous substances existing on the Premises to the extent necessary for the lawful construction and operation of the Project, subject to the specific rights, obligations and responsibilities of LACMTA and Ground Lease Tenant to be set forth in the Ground Lease.

2.6 OIL WELL:

An abandoned oil well (the “**Oil Well**”) is located on the Premises. Developer has informed LACMTA of the following:

- (a) The Oil Well was used for exploratory purposes only by Boyle Royalties Company, a California corporation, (the “**Oil Well Owner**”). It was abandoned in 1949, a week after it was drilled.
- (b) To develop the Project, the Oil Well must be re-abandoned to current regulatory standards (the “**Re-Abandonment**”) as required and established by the California Geologic Energy Management Division (“**CalGEM**”) and the Los Angeles Office of Petroleum and Natural Gas Administration and Safety (“**LA OPNGA**”).
- (c) The Oil Well Owner no longer exists and has no existing successors.

To facilitate the Re-Abandonment, LACMTA, as the owner of the LACMTA Property, agrees to be the CalGEM-registered owner of the Oil Well and to commence the registration process with CalGEM promptly upon execution of the JDA and shall use commercially reasonable efforts to complete the process as expeditiously as possible; provided that Ground Lease Tenant agrees to perform the Re-Abandonment and any required remediation and clean-up that results therefrom at its sole cost and expense commencing with commencement of construction of the Project. The Re-Abandonment and any required remediation and clean-up that results therefrom shall be performed in accordance with a work plan and site-specific health and safety plan approved by LACMTA in its reasonable discretion; provided that compliance with any CalGEM or other regulatory requirement shall be deemed reasonable. The work plan, site-specific health and safety plan and Re-Abandonment shall be prepared/performed by a firm specializing in well abandonment consistent with California law and CalGEM requirements which firm shall be approved by LACMTA in its reasonable discretion.

2.7 SUPERSEDURE:

This Term Sheet supersedes and replaces any and all term sheets or summaries of key terms and conditions relating to the LACMTA Property, the Project or any joint development agreement or ground lease with respect to the LACMTA Property and dated prior to the date of this Term Sheet. Notwithstanding the foregoing, that certain Exclusive Negotiation Agreement and Planning Document between LACMTA and Developer, dated June 27, 2013, as amended (the “**ENA**”), shall remain in full force and effect and be unchanged by this Term Sheet.

3. KEY JDA TERMS:

3.1 JDA - GENERALLY:

The JDA will address matters between Developer and LACMTA regarding the Project and the LACMTA Property commencing on the JDA Commencement Date (defined below) and, unless terminated sooner, ending on the JDA Expiration Date (defined below). After (a) the LACMTA Board has authorized execution of the JDA, Ground Lease and other transaction-related documents in accordance with this Term Sheet and (b) the CEQA Review is complete, then LACMTA and Developer will enter into a JDA containing terms and conditions that are substantially consistent with those set forth in this Term Sheet, subject to any modifications as directed by the LACMTA Board that are agreed to by Developer.

3.2 JDA TERM:

The JDA term (the “**JDA Term**”) shall commence upon execution of the JDA by LACMTA and Developer (the “**JDA Commencement Date**”) and shall expire on the earlier to occur of December 31, 2022 or execution of the Ground Lease (“**JDA Expiration Date**”). Notwithstanding the foregoing, LACMTA shall have the right to terminate the JDA for defaults that will be detailed in the JDA, subject to applicable notice and cure periods.

3.3 JDA CONSIDERATION/ HOLDING RENT:

As consideration for the rights granted to Developer during the JDA Term, commencing with the JDA Commencement Date and continuing throughout the JDA Term, Developer will pay LACMTA a monthly non-refundable holding rent (“**Holding Rent**”) at the commencement of each month of the JDA Term in an amount equal to \$1,131. Holding Rent for partial months at the beginning and end of the JDA Term shall be prorated. All Holding Rent due LACMTA shall be non-refundable, but all Holding Rent received by LACMTA shall be applied at Closing (defined below) as a credit against the Capitalized Rent due under the Ground Lease, in the event the Ground Lease is executed.

3.4 CLOSING/CONDITIONS TO CLOSING:

During the term of the JDA, LACMTA and Developer shall (a) open an escrow (“**Escrow**”) with an escrow holder that is mutually

acceptable to Developer and LACMTA and (b) work in good faith to satisfy certain conditions precedent to execution of the Ground Lease that shall be set forth in the JDA (the “**Closing Conditions**”). When all of the Closing Conditions have been satisfied (or waived by the applicable party) and when Developer has assigned to Ground Lease Tenant Developer’s right under the JDA to enter into the Ground Lease, then Ground Lease Tenant and LACMTA will enter into the Ground Lease. The “**Closing**” shall occur on the date that Ground Lease Tenant and LACMTA enter into the Ground Lease Documents related to Closing, including, without limitation, the Ground Lease, will be executed by LACMTA, as one party, and Developer and/or Ground Lease Tenant, as the other party(ies), as is necessary to properly effectuate the Closing.

The Closing Conditions will require, among other things, that (a) Ground Lease Tenant has obtained financing sufficient to fund the construction and operation of the Project; (b) Ground Lease Tenant has delivered to LACMTA evidence and assurances demonstrating that Ground Lease Tenant has the financial resources in place to construct and operate the Project (“**Financial Assurances**”), which Financial Assurances will include evidence to the reasonable satisfaction of LACMTA that all funding sources for construction and operation of the Project are fully committed without reservation, subject to standard conditions of disbursement; (c) Ground Lease Tenant shall have applied for and received all governmental approvals necessary (including LACMTA and City of Los Angeles approvals and City of Los Angeles entitlements) for the development, construction, and operation of the Project (including LACMTA approval of the Final Construction Documents (defined below) for the Project (such LACMTA-approved Final Construction Documents, the “**Approved Construction Documents**”)); (d) all necessary CEQA Review for the Project has occurred and all related CEQA approvals/findings/determinations/certifications have been made by the applicable governmental authorities, and all applicable statutes of limitation have run without a lawsuit having been timely filed (but if so filed, then final adjudication or dismissal with prejudice of such lawsuit has occurred, upholding the approvals/findings/determinations/certifications); (e) Ground Lease Tenant has received a “ready to issue” letter from the City of Los Angeles for all building permits necessary for the construction of the Project in accordance with the Approved Construction Documents; (f) Ground Lease Tenant and LACMTA have executed and delivered to Escrow the Ground Lease and all other transaction documents to be executed and delivered by Ground Lease Tenant and/or LACMTA as contemplated in the JDA; (g) all Funding Approvals have been received; (h) Ground Lease Tenant has provided LACMTA with Payment and Performance Bonds, guaranteeing and securing Completion of the

Project (defined below), each in a form satisfactory to LACMTA; and (i) LACMTA has received all the required assurances that Ground Lease Tenant is ready to commence construction of the Project promptly following the Closing. As used in this Term Sheet, the term “**Completion of the Project**” shall occur when Ground Lease Tenant receives a final certificate of occupancy from the City of Los Angeles permitting occupancy of the entire Project. Notwithstanding the foregoing, Ground Lease Tenant shall be required to promptly complete all Project construction with respect to the LACMTA Design Concerns (defined below) in substantial conformance with the Approved Construction Documents, or as otherwise approved by LACMTA. Upon such completion, LACMTA shall provide Ground Lease Tenant with a written notice that the LACMTA Design Concerns were completed pursuant to the preceding sentence.

3.5 JDA DESIGN REVIEW:

During the JDA Term and the Construction Period (defined below), LACMTA will have the right to review and approve the design of the Project to the extent of any design elements that affect, directly or indirectly the following (collectively, the “**LACMTA Design Concerns**”):

- (a) The LACMTA Operations-Related Concerns (defined below);
- (b) The exterior of the Project, including its appearance, scale, configuration, height, massing, modulation, roof line, materials, entries, fenestration, balconies, signage, and lighting that can be seen from any public right-of-way, and specifically excluding interior courtyard elevations;
- (c) The public realm surrounding the Project, including public features such as outdoor seating, lighting, and street trees, and the pedestrian experience along Project frontages;
- (d) The relationship of the Project to the surrounding community, including adjacent properties, and public streets, alleys and spaces;
- (e) The Project’s public open spaces, including landscaped and hardscaped elements, and other public features such as seating and other street furnishings, lighting, and street trees;
- (f) The Project’s bicycle and vehicular elements and its public pedestrian elements and the relationship of such elements to building entries, transit service and the public realm;
- (g) A change in the scope of the Project from that set forth in Section 1.5; and

- (h) The Commercial Space, including its depth, location in the Project, and adequacy of infrastructure for specific uses.

LACMTA shall not have the right to review or approve floor plans or non-structural interior elements, except to the extent of the LACMTA Design Concerns, and shall not have the right to review or approve interior finishes.

LACMTA's exercise of its rights hereunder for matters that **are not** related to LACMTA Operations-Related Concerns will be at LACMTA's reasonable discretion, except to the extent that the design of the Project as depicted, described and specified on any such plans and specifications **does not** represent a logical evolution of the design depicted, described and specified on those plans and specifications approved by LACMTA at the preceding level of design development (a "**Logical Evolution**").

LACMTA's exercise of its rights hereunder for matters that **are** related to LACMTA Operations-Related Concerns or **are not** a Logical Evolution will be at LACMTA's sole and absolute discretion. LACMTA's design approval rights as set forth herein are, in part, intended to ensure that the Project meets LACMTA's Satisfactory Continuing Control Requirement (as defined in Section 4.21).

Except as otherwise approved in writing by LACMTA, the Project's Final Construction Documents shall be a Logical Evolution of the plans and specifications generally known as 100% Design Development Drawings, dated July 24, 2020, as detailed and referenced in Exhibit 3 attached hereto (the "**100% Design Development Drawings**").

"**Final Construction Documents**" means final plans and specifications required by the City of Los Angeles for the issuance of all building permits with respect to construction of the Project and containing details as would be reasonably necessary to allow LACMTA to assess all impacts of such construction in accordance with LACMTA's rights under the JDA.

"**LACMTA Operations-Related Concerns**" means (a) the operations of LACMTA, including the experience of transit patrons and transit users, (b) LACMTA's exercise of its Retained Rights (defined below) and any area subject to the Retained Rights, (c) the LACMTA Transit Property, the Public Transit Facilities, the access to or from each of the same, and the maintenance, repair, modification, renovation and replacement of each of the same, (d) the lateral and subjacent support to the LACMTA Transit Property, the Public Transit Facilities and any area providing support necessary for LACMTA to exercise its Retained Rights, and (e)

public, transit patron and LACMTA employee and contractor health and safety.

“LACMTA Transit Equipment” means all of the equipment, cable, conduit, fixtures, furnishings, and vehicles located or operating in, on, under, over, about, or adjacent to the LACMTA Property and used or installed by LACMTA for any transit purpose, including ticket vending machines, ticket validation and gating systems and other equipment serving a comparable function, map and information cases and directional signs, lighting, security cameras, rail cars, vehicles, tracks, signaling devices, maintenance equipment, public address systems, fire protection equipment, communication antennas, and all other transit related or LACMTA related equipment and vehicles.

“Public Transit Facilities” means all transit-related or LACMTA-related improvements, structures, stations, equipment, fixtures, trains, subways, buses and furnishings now existing or hereafter located in, on, under, near, adjacent to, and/or passing through, the LACMTA Property, including, without limitation, the Traction Power Substation and its related improvements, the LACMTA Transit Equipment, water lines, sanitary sewer lines, storm sewer improvements, electrical lines, antennas, elevator, shafts, vents, portals, and exits.

3.6 FINAL CONSTRUCTION DOCUMENT REVIEW

TIMING:

[INTENTIONALLY OMITTED.]

3.7 OUTREACH:

During the JDA Term, Developer shall lead and conduct public outreach with respect to the scope and design of the Project in accordance with the outreach plan (“**Outreach Plan**”) attached hereto as Exhibit 4. Such Outreach Plan may be amended from time to time by Developer, subject to LACMTA’s written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3.8 TRANSFERS, ASSIGNMENT AND SUBLETTING:

Except (a) for a one-time transfer by Developer to Ground Lease Tenant immediately prior to the execution of the Ground Lease and (b) as otherwise approved in writing by LACMTA in its sole and absolute discretion, Developer shall not transfer or assign its rights or obligations under the JDA or any portion thereof.

4. KEY GROUND LEASE TERMS:

4.1 GROUND LEASE TENANT: Lorena Plaza, L.P., a California limited partnership (“**Ground Lease Tenant**”).

4.2 GROUND LEASE –

GENERALLY:

At Closing, LACMTA, as landlord, and Ground Lease Tenant, as tenant, will enter into the Ground Lease, which will provide for the development, construction and operation of the Project on the Premises by Ground Lease Tenant, at Ground Lease Tenant's sole cost and expense. The Ground Lease will contain terms and conditions that are substantially consistent with those set forth in this Term Sheet, subject to such modifications as may be directed by the LACMTA Board that are agreed to by Ground Lease Tenant.

**4.3 CONSTRUCTION/
CONSTRUCTION PERIOD:**

The Project shall be constructed in accordance with the Approved Construction Documents, which LACMTA, Developer and Ground Lease Tenant intend to be a Logical Evolution (pursuant to Sections 3.5 and 4.12) of the 100% Design Development Drawings. The Ground Lease will require commencement of construction within thirty (30) days after the Commencement Date (defined below). The construction period for the Project ("**Construction Period**") will commence on the Commencement Date and terminate upon Completion of the Project in accordance with the Ground Lease.

**4.4 UNSUBORDINATED
GROUND LEASE:**

Neither LACMTA's interests under the Ground Lease (including Federal and State interests as a providers of funds for the Metro L Line (formerly the Metro Gold Line)) nor LACMTA's Satisfactory Continuing Control Requirement shall be subordinated to any interest that Ground Lease Tenant or its lenders or investors will have in the Premises. Notwithstanding the foregoing, LACMTA agrees to (a) work in good faith with Ground Lease Tenant and Developer to reach an agreement on the forms of separate riders to the Ground Lease (each, a "**Lease Rider**") amending the Ground Lease for the benefit of the California Tax Credit Allocation Committee ("**TCAC**") and, if applicable, the California Department of Housing and Community Development ("**HCD**"), as is reasonably required by either party in connection with an award of tax credits or other financing for the Project, and (b) upon reaching agreement on a particular form for each Lease Rider to allow such Lease Rider, once executed, to be recorded against the fee interest in the Premises.

**4.5 GROUND LEASE
PREMISES:**

The premises under the Ground Lease shall be the Premises.

4.6 GROUND LEASE TERM:

The term of the Ground Lease will commence on the date of the Closing, pursuant to the terms of the JDA, (such date being the "**Commencement Date**") and will expire on the date occurring seventy-five (75) years after the Commencement Date (the "**Ground Lease Term**").

4.7 CAPITALIZED GROUND RENT:

Upon execution of the Ground Lease, Ground Lease Tenant shall pay LACMTA a capitalized rent payment (the “**Capitalized Rent**”) in an amount equal to five hundred forty-three thousand dollars (\$543,000) for the entire Ground Lease Term. The Capitalized Rent reflects a discount of \$711,963 (approximately 57%) from the \$1,254,163 deemed fair market value of the Premises (i.e. the \$2,715,000 appraised value of the Premises which assumes that the Oil Well is not present on the Premises, less the \$1,460,037 estimated cost of the Re-Abandonment).

4.8 PERCENTAGE RENT:

Ground Lease Tenant shall pay LACMTA percentage rent in an amount equal to twenty-five percent (25%) of all gross rent paid or credited to Ground Lease Tenant for uses of the Commercial Space (“**Percentage Rent**”). Percentage Rent shall be calculated on a calendar year basis and shall be due to LACMTA from Ground Lease Tenant annually, in arrears, on June 1st of the calendar year following the subject calendar year, with a full accounting of the amount due. To the extent the rent paid for the use of any portion of the Commercial Space is less than the fair market rent for such space, LACMTA will calculate Percentage Rent on an imputed market rent for such use; provided, however, if all or a portion of the Commercial Space is leased to an entity providing an essential service to the community, then LACMTA will collect 25% of actual gross rent paid. For the purposes of the preceding sentence, an “**essential service to the community**” shall include uses that LACMTA determines to be essential to the Boyle Heights community.

4.9 NET LEASE:

All rent to be paid by Ground Lease Tenant under the Ground Lease shall be absolutely net to LACMTA without offset, deduction or withholding. Ground Lease Tenant shall be responsible for all capital costs and operating expenses attributable to the development, construction, operation and maintenance of the Project, including all taxes and assessments levied upon the Project or any interest in the Ground Lease. Ground Lease Tenant is aware that the Premises are also subject to possessory interest taxes, which shall be paid by Ground Lease Tenant.

4.10 SALE/REFINANCING PROCEEDS:

Upon a Refinancing (defined below) of the Project, Ground Lease Tenant shall pay LACMTA, as a fee for LACMTA’s consent in connection with such Refinancing, an amount equal to twenty percent (20%) of all Refinancing Net Proceeds (defined below) received by Ground Lease Tenant for the Refinancing of the Project. Upon a Sale (defined below) of the Project, Ground Lease Tenant shall pay LACMTA, as foregone rent in connection with the Sale of the Project, an amount equal to the lesser of (a) twenty percent (20%) of all Sale Net Proceeds (defined below)

received by Ground Lease Tenant for the Sale of the Project, and (b) Cumulative Foregone Rent (defined below). LACMTA shall have audit rights to verify the calculation of Refinancing Net Proceeds and Sale Net Proceeds.

“CPI Adjusted Foregone Rent” means the greater of: (a) the Foregone Rent existing just prior to a particular Foregone Rent CPI Adjustment Date and (b) the Foregone Rent existing just prior to such Foregone Rent CPI Adjustment Date as adjusted for changes in the CPI for the prior 12-month period.

“Cumulative Foregone Rent” means with respect to a particular Sale, the sum of the Foregone Rent that has accrued over the period between the Commencement Date and the Sale date, less the amount of any Sale Net Proceeds or Foregone Rent previously paid to LACMTA.

“Foregone Rent” means the annual rent (or portion thereof) foregone by LACMTA as a result of LACMTA receiving less than fair market rent under the Ground Lease, which amount shall equal:

(a) For the first year of the Ground Lease Term, the amount resulting from multiplying the \$711,963 Capitalized Rent discount by a 7% cap rate; and

(b) For each subsequent year of the Ground Lease Term, the CPI Adjusted Foregone Rent.

Notwithstanding the foregoing, the Foregone Rent for the year in which LACMTA receives LACMTA’s Pro Rata Share of Cost Savings (if any) shall be adjusted downward as follows:

The Foregone Rent shall be recalculated as the sum of the \$711,963 Capitalized Rent discount minus LACMTA’s Pro Rata Share of Cost Savings (if any) multiplied by a 7% cap rate. The foregoing sum shall then be adjusted for changes in the CPI between the first year of the Ground Lease Term and the year in which the adjustment occurs, which shall result in the **“Adjusted Foregone Rent”**. Each subsequent year of the Ground Lease Term shall apply the Adjusted Foregone Rent to the CPI adjuster in the definition of CPI Adjusted Foregone Rent.

“Foregone Rent CPI Adjustment Date” means each annual anniversary of the Commencement Date.

“Refinancing” shall be defined as the creation or substantial modification of a loan secured directly or indirectly by any portion of the Premises, the Project, Ground Lease Tenant, and/or

Ground Lease Tenant's leasehold interest under the Ground Lease.

"Refinancing Net Proceeds" means with respect to each Refinancing, the gross principal amount of the Refinancing, less (a) the amount of any then-existing debt secured directly or indirectly by any portion of the Premises, the Project, Ground Lease Tenant, and/or Ground Lease Tenant's leasehold interest under the Ground Lease that is satisfied out of the Refinancing proceeds, (b) amounts to be used by Ground Lease Tenant to make repairs or capital improvements to the Project within twenty four (24) months after the closing date of the Refinancing, and (c) the following transaction costs and expenses paid by Ground Lease Tenant to any non-affiliate of Ground Lease Tenant in connection with the consummation of the Refinancing, to the extent such costs are commercially reasonable: escrow fees, title charges, lender fees or charges, recording costs, brokerage commissions, attorneys' fees and a reasonable developer fee to Ground Lease Tenant or an affiliate thereof to cover costs related to the consummation and administration of the Refinancing.

"Sale" means the direct or indirect transfer of any portion of the beneficial interest in the Premises, the Project, and/or Ground Lease Tenant's leasehold interest under the Ground Lease.

"Sale Net Proceeds" means with respect to each Sale, the total consideration less (a) the amount of any then-existing debt secured directly or indirectly by any portion of the beneficial interest in the Premises, the Project, and/or Ground Lease Tenant's leasehold interest under the Ground Lease that is satisfied out of the Sale proceeds, and (b) the following transaction costs and expenses paid by Ground Lease Tenant to any non-affiliate of Ground Lease Tenant in connection with the consummation of the Sale, to the extent such costs are commercially reasonable: escrow fees, title charges, lender fees or charges, recording costs, brokerage commissions and attorneys' fees (and, for re-syndications only, a reasonable developer fee to Ground Lease Tenant or an affiliate thereof to cover costs related to the consummation and administration of the re-syndication proceeds).

4.11 DISTRIBUTION OF CONSTRUCTION COST SAVINGS:

To the extent that the Project has any Cost Savings (defined below) and subject to receipt of customary approvals from TCAC regarding the distribution of such Cost Savings to the Project's Subsidy Providers (defined below), Ground Lease Tenant shall pay LACMTA's Pro Rata Share of Cost Savings (defined below) to LACMTA, within sixty (60) days after the Ground Lease Tenant's receipt of the Forms 8609 from TCAC (certifying that the

Developer-submitted TCAC Cost Certification (defined below) is acceptable); provided, however, that such amount shall not exceed the Capitalized Foregone Rent (defined below). Ground Lease Tenant shall submit the TCAC Cost Certification to TCAC no later than one (1) year after Completion of the Project and anticipates receipt of the Forms 8609 within one (1) year after such submission. LACMTA shall have audit rights to verify the calculation of Cost Savings and LACMTA's Pro Rata Share of Cost Savings.

“Capitalized Foregone Rent” means \$711,963 (i.e. the \$2,715,000 fair market value of the Premises (assuming that the Re-Abandonment has been completed), minus the \$543,000 Capitalized Rent, minus the \$1,460,037 estimated cost to complete the Re-Abandonment (defined in Section 2.6)).

“Cost Savings” means total Project Funding minus total Development Costs.

“Development Costs” means the actual hard and soft costs incurred by Ground Lease Tenant for the initial development and construction of the Project, including, without limitation all deferred developer fees due Ground Lease Tenant, as reflected on Ground Lease Tenant's TCAC Cost Certification.

“LACMTA's Pro Rata Share of Cost Savings” shall be equal to the Cost Savings (if any) multiplied by the Capitalized Foregone Rent and divided by the sum of the Capitalized Foregone Rent and all Soft Loans.

“Project Funding” means all public and private funding provided to Ground Lease Tenant for the initial development and construction of the Project, including the Total Project Subsidy.

“Soft Loans” means public loans provided to Ground Lease Tenant for purposes of the development of the Project that allow debt service payments to be paid from Project net cash flow (i.e. residual receipts). Soft Loans exclude any operating subsidies.

“Subsidy Providers” means LACMTA with respect to the Foregone Rent and all Soft Loan providers with respect to their Soft Loans.

“TCAC Cost Certification” means that certain cost certification prepared by Ground Lease Tenant and approved by TCAC in accordance with California Code of Regulations Title 4, Division 17, Chapter 1, Section 10322(i)(2) and setting forth the actual Development Costs, Project Funding and Total Project Subsidy for the initial development and construction of the Project.

“Total Project Subsidy” means all public funding provided to Ground Lease Tenant for the initial development and construction of the Project, including Soft Loans and the Capitalized Foregone Rent (and excluding any operating subsidy).

**4.12 GROUND LEASE
DESIGN REVIEW:**

With respect to the initial construction of the Project, Ground Lease Tenant shall not make any changes to the Approved Construction Documents or the Project that affect the LACMTA Design Concerns without the prior consent of LACMTA and any such changes shall be requested in writing by Ground Lease Tenant. During the Construction Period, LACMTA will have design review rights with respect to any such changes in the same manner as set forth in Section 3.5. LACMTA’s exercise of its rights hereunder for changes that represent Logical Evolutions of the design and are not related to LACMTA Operations-Related Concerns will be at LACMTA’s reasonable discretion. LACMTA’s exercise of its rights hereunder for changes that are related to LACMTA Operations-Related Concerns or are not Logical Evolutions of the design will be at LACMTA’s sole and absolute discretion. In addition to the foregoing, LACMTA will retain during the Ground Lease Term similar design approval rights as set forth in Section 3.5 for any substantive Project changes or improvements sought by Ground Lease Tenant after the initial construction of the Project. LACMTA’s design approval rights as set forth herein are, in part, intended to ensure that the Project meets LACMTA’s Satisfactory Continuing Control Requirement.

4.13 DEEMED APPROVAL:

[INTENTIONALLY OMITTED.]

**4.14 MAINTENANCE AND
OPERATIONS:**

Ground Lease Tenant shall maintain and operate all portions of the Project and the Premises at its sole cost and expense, pursuant to maintenance and operations standards to be mutually agreed between LACMTA and Ground Lease Tenant and set forth in the Ground Lease.

**4.15 DEMOLITION/
DEMOLITION SECURITY:**

At the expiration or earlier termination of the Ground Lease (“**Expiration Date**”), at LACMTA’s option, as specified in writing by LACMTA up to ninety (90) days after the Expiration Date, Ground Lease Tenant shall (a) demolish and remove the Project and any improvements located on the Premises, exclusive of any LACMTA improvements and/or transportation-related amenities and facilities then located on the Premises and (b) return the Premises to LACMTA in its otherwise original condition (collectively, the “**Demolition**”), all at Ground Lease Tenant’s sole cost and expense. Ground Lease Tenant shall have no right to demolish or remove the Project or any improvements on the

Premises that LACMTA does not instruct Ground Lease Tenant to demolish or remove.

On the sixty-third (63rd) anniversary of the Commencement Date, Ground Lease Tenant shall deliver to LACMTA a report for LACMTA's review and approval prepared by a construction and demolition expert reasonably approved by LACMTA that details the means and methods that would be employed to complete the full Demolition of the Project ("**Demolition Report**"). The Demolition Report shall be prepared at Ground Lease Tenant's sole cost and expense and shall include a detailed cost estimate for such full Demolition. The Demolition Report shall detail (i) a form of security proposed by Ground Lease Tenant to secure, for the benefit of LACMTA, the funding of the costs necessary to complete the full Demolition (the "**Demolition Security**") and (ii) a schedule reasonably satisfactory to LACMTA for the funding of the Demolition Security by Ground Lease Tenant, which schedule shall in all events provide for delivery of the Demolition Security to LACMTA no later than five (5) years prior to the Expiration Date. The Demolition Report shall be subject to LACMTA's reasonable approval. The form of Demolition Security can be a deposit of funds, a letter of credit, a bond or other form of security, each in form and amount, and from an issuer, reasonably satisfactory to LACMTA in accordance with the LACMTA-approved Demolition Report. Upon the completion of the Demolition, if any, by Ground Lease Tenant and performance of any other obligations of Ground Lease Tenant under the Ground Lease, subject to set off by LACMTA for any amounts payable by Ground Lease Tenant to LACMTA pursuant to the Ground Lease, LACMTA shall return/release the Demolition Security to Ground Lease Tenant.

The Ground Lease shall set forth further details regarding the specifics and procedures related to the Demolition, the Demolition Report and the Demolition Security.

4.16 FINANCING AND ENCUMBRANCES:

Subject to LACMTA's reasonable approval, Ground Lease Tenant may finance and refinance the Project with mortgages, deeds of trust or other financing instruments that encumber its leasehold estate; provided, however, in no event shall LACMTA's Satisfactory Continuing Control Requirement, LACMTA's fee title interest or rent payable to LACMTA under the Ground Lease, be subordinated or subject to Ground Lease Tenant's financing or other claims or liens (except as set forth below in Section 4.17 in connection with Project-related affordable housing financing sources). Such encumbrances and financings shall be subject to LACMTA's reasonable approval, except with respect to certain Permitted Financing Events (defined below) meeting specific criteria to be set forth in the Ground Lease, which shall not require LACMTA's approval. Subject to the satisfaction of certain criteria

set forth in the Ground Lease and provided that such financing for the Project is obtained from institutional lenders, governmental lenders, quasi-governmental lenders, or an affiliate of Ground Lease Tenant and is secured with typical lender encumbrances of Ground Lease Tenant's interest in the Premises and the Project, "**Permitted Financing Events**" shall include such financing as is required to maintain the financial feasibility of the Project in the event of the loss or reduction of the Project Based Vouchers subsidy provided to support the operation of the thirty-two (32) apartments providing permanent supportive housing to formerly homeless households earning up to 30% of the Area Median Income ("**AMI**").

4.17 AFFORDABILITY REQUIREMENTS/ FLOAT-UP

:

The Ground Lease shall require Ground Lease Tenant to restrict the Project's Affordable Housing throughout the entire Ground Lease Term as indicated in either (a) Scenario 1 of Exhibit 2 attached hereto, in the event the Dedication Rejection occurs, or (b) Scenario 2 of Exhibit 2 attached hereto, in the event the Dedication Rejection does not occur. All income restrictions shall be based on AMI levels set by TCAC. The Ground Lease shall also require that the unit mix for the Project's apartments be restricted throughout the Ground Lease Term as set forth on either (a) Scenario 1 of Exhibit 2 attached hereto, in the event the Dedication Rejection occurs, or (b) Scenario 2 of Exhibit 2 attached hereto, in the event the Dedication Rejection does not occur. Notwithstanding the foregoing, the Ground Lease shall provide that in the event of a reduction in or loss of Project Based Vouchers (or a similar operating subsidy) supporting operations related to the Project's thirty-two (32) permanent supportive housing apartments ("**PBV Reduction**") during the Ground Lease Term, Ground Lease Tenant may, during the period of any such PBV Reduction and only with respect to any of the thirty-two (32) permanent supportive housing apartments that become vacant during such period, lease the Project's apartments to households that earn up to 60% of AMI and/or do not require supportive services; provided that Developer shall be allowed to utilize such measures only for the duration of and to the extent of the PBV Reduction.

4.18 AFFORDABLE HOUSING & ENTITLEMENT-RELATED COVENANTS:

Ground Lease Tenant may encumber its leasehold estate with affordable housing covenants and other covenants, easements or encumbrances reasonably required by Ground Lease Tenant's Project-related affordable housing funding sources or the City of Los Angeles as a condition to granting Project approvals, entitlements and building permits, which covenants, easements or

encumbrances shall be subject to LACMTA's review and reasonable approval. LACMTA will reasonably consider the encumbrance of its fee title interest with certain covenants, if required by Ground Lease Tenant's Project-related affordable housing funding sources or the City of Los Angeles as a condition to granting Project approvals entitlements or building permits; provided that Ground Lease Tenant agrees to (a) perform all obligations under said covenants during the Ground Lease Term, (b) indemnify LACMTA for all claims and losses resulting from Ground Lease Tenant's failure to do the same, and (c) cooperate with LACMTA in its negotiations of any such agreement with the City of Los Angeles. Notwithstanding the foregoing, LACMTA agrees to (i) work in good faith with Ground Lease Tenant and Developer to reach an agreement on the forms of separate Lease Riders amending the Ground Lease for the benefit of TCAC and, if applicable, HCD, as is reasonably required by either party in connection with an award of tax credits or other financing for the Project, and (ii) upon reaching agreement on a particular form for each Lease Rider to allow such Lease Rider, once executed, to be recorded against the fee interest in the Premises.

4.19 FEDERAL CIVIL RIGHTS COVENANTS:

Ground Lease Tenant shall comply with all applicable Federal nondiscrimination requirements, including applicable sections of Title 49 of the Code of Federal Regulations.

4.20 TRANSFERS, ASSIGNMENT, AND SUBLETTING:

Except for limited permitted exceptions to be set forth in the Ground Lease, Ground Lease Tenant shall not transfer, assign or sublet (except for the typical subleasing of the apartments and Commercial Space within the Project) its rights or obligations under the Ground Lease, or any beneficial interests in Ground Lease Tenant (each, a "**Transfer**"):

- a. Prior to Completion of the Project; and
- b. After Completion of the Project, except in accordance with reasonable transfer criteria (including, without limitation, criteria regarding the creditworthiness and experience of any proposed transferee and its affiliates and applicable Federal and State approvals and provisions regarding debarment and suspension) to be negotiated by LACMTA and Ground Lease Tenant and included in the Ground Lease.

Notwithstanding the foregoing, the Ground Lease will allow Ground Lease Tenant to make certain "**Permitted Transfers**" without LACMTA's consent; provided that (a) Ground Lease Tenant is not in breach or default under the Ground Lease, (b)

Ground Lease Tenant provides written notice to LACMTA of Ground Lease Tenant's intent to effectuate a Permitted Transfer in accordance with time frames set forth in the Ground Lease and with sufficient detail for LACMTA to reasonably determine that the intended Transfer is a Permitted Transfer, (c) Ground Lease Tenant provides written notice to LACMTA of the consummation of the Transfer in accordance with time frames set forth in the Ground Lease and with sufficient detail for LACMTA to reasonably determine that the Transfer was a Permitted Transfer, (d) the Permitted Transfer complies fully with all applicable provisions of the Ground Lease, (e) no Permitted Transfer shall release Ground Lease Tenant from any part of its obligations under the Ground Lease, except as expressly set forth in the Ground Lease, and (f) no such Permitted Transfer shall result in a Change of Control, except as expressly permitted in the Ground Lease. Subject to the conditions set forth in the previous sentence, Permitted Transfers shall include: (i) a transfer of the initial limited partnership interest in Ground Lease Tenant to an investor limited partner and the subsequent transfer of such investor's limited partnership interest in Ground Lease Tenant to another investor or an affiliate of Ground Lease Tenant (which LACMTA and Ground Lease Tenant acknowledge will result in a Change of Control), and (ii) the replacement of Ground Lease Tenant's general partner for cause with an affiliate of the limited partner in accordance with the terms of Ground Lease Tenant's partnership agreement (which LACMTA and Ground Lease Tenant acknowledge will result in a Change of Control), provided that in each case such investor or affiliate meets certain transferee requirements set forth in the Ground Lease. "**Change of Control**" means (y) a change in the identity of the entity with the power to direct or cause the direction of the management and policies of Ground Lease Tenant, whether through the ownership of voting securities, by contract or otherwise, or (z) the transfer, directly or indirectly, of fifty percent (50%) or more of the beneficial ownership interest in Ground Lease Tenant.

4.21 RETAINED RIGHTS:

LACMTA shall retain from the rights granted to Ground Lease Tenant under the Ground Lease certain rights as shall be further described in detail in the Ground Lease, relating to the following: (1) the right to install, construct, inspect, operate, maintain repair, expand and replace Public Transit Facilities in, on, under, over, and adjacent to the Premises as LACMTA may deem necessary; (2) the right to enter upon and inspect the Premises, with reasonable notice to Ground Lease Tenant, and anytime during normal business hours for purposes of conducting reasonable, normal and periodic inspections of the Premises and the Project, and to confirm Ground Lease Tenant's compliance with the terms and conditions of the Ground Lease; and (3) all rights not explicitly granted to Ground Lease Tenant in the Ground Lease (the "**Retained Rights**"). The Retained Rights shall, among other

things, ensure that the Premises remain available for the transit purposes originally authorized by LACMTA's Federal and the State funding partners ("**LACMTA's Satisfactory Continuing Control Requirement**"). In exercising the Retained Rights, LACMTA shall use, good faith efforts to coordinate any construction, repair, maintenance or similar activities with Ground Lease Tenant so as to minimize the impact of such activities on each of Ground Lease Tenant's and Ground Lease Tenant's subtenants' usage of the Premises in accordance with the Ground Lease. The Ground Lease will include LACMTA's standard transit proximity risk waiver, assumption of risk and indemnity provisions related to the Project's proximity to rail and other transit operations and infrastructure.

**4.22 ADDITIONAL
CEQA**

REQUIREMENTS:

In addition to the mitigation measures required by the City of Los Angeles pursuant to its CEQA review of the Project, Ground Lease Tenant shall perform the additional requirements set forth on Exhibit 5 attached hereto during the construction phase of the Project.

4.23 ESTOPPELS:

LACMTA agrees to reasonably cooperate with lenders and investors to execute Ground Lease estoppels on LACMTA's standard estoppel form.

**4.24 COMMERCIAL SPACE
LEASING:**

Ground Lease Tenant shall use commercially reasonable efforts to target community-serving uses and/or local businesses for the Commercial Space.

4.25 OTHER:

Other customary and relevant provisions contained in other recent LACMTA ground leases will be included in the Ground Lease, subject to the reasonable approval of Ground Lease Tenant, including, without limitation, provisions relating to insurance and indemnity.

5. LACMTA COSTS

**5.1 LACMTA
COSTS:**

Developer and Ground Lease Tenant acknowledge and agree that LACMTA will incur certain actual costs (the "**LACMTA Costs**") related to (a) the design, development, planning, and construction of the Project (including costs related to construction methods and logistics) and (b) negotiation of the terms and conditions of the transactions contemplated under the JDA and the Ground Lease. The LACMTA Costs shall include, without limitation, the actual cost of in-house staff time (including LACMTA overhead and administrative costs) and third party consultation fees (including, but not limited to, fees related to legal counsel, consultants,

engineers, architects, and advisors) for financial analyses, design review (including reviewing plans and specifications for the Project), negotiations, appraisals, document preparation, services related to development, planning, engineering, construction safety, construction management, construction support, and construction logistics, oversight and inspection, and other reasonable services related to the Project and the transactions contemplated under the JDA and Ground Lease, but shall exclude the cost of LACMTA Joint Development staff, and LACMTA's in-house and outside legal counsel with respect to negotiation and preparation of the JDA, Ground Lease and related transaction documents.

5.2 JDA DEPOSIT:

Developer shall provide a deposit to LACMTA under the JDA for LACMTA to apply to LACMTA Costs (whether accruing prior to or after the JDA Commencement Date) (the "**Deposit**"). Developer shall pay LACMTA an initial Deposit amount of \$50,000 on the JDA Commencement Date. Any unspent deposit funds provided by Developer under the ENA shall be carried over and applied towards the \$50,000 initial Deposit under the JDA. In the event the Deposit is not fully utilized by LACMTA in connection with the Project during the term of the JDA, then to the extent the Ground Lease is executed, any remaining balance will be applied toward the Deposit due under the Ground Lease pursuant to Section 5.3. LACMTA staff will provide documentation of the LACMTA Costs under the JDA to Developer upon request, provided that the form of documentation is available to LACMTA and in its possession. During the term of the JDA, whenever the Deposit balance reaches \$10,000 or less, Developer will replenish the Deposit to \$25,000, upon written notice from LACMTA. If Developer does not replenish the Deposit at the applicable times as set forth herein, LACMTA may decline to provide the services that are to be covered by the Deposit and/or terminate the JDA.

5.3 GROUND LEASE DEPOSIT: Ground Lease Tenant shall pay LACMTA an initial Deposit amount of \$50,000 under the Ground Lease on the Commencement Date to cover LACMTA Costs associated with the initial construction of the Project.

LACMTA staff will provide documentation of the LACMTA Costs under the Ground Lease to Ground Lease Tenant upon request, provided that the form of documentation is available to LACMTA and in its possession. During the Construction Period, whenever the Deposit balance related to the initial construction of the Project reaches \$10,000 or less, Ground Lease Tenant will replenish the Deposit to \$25,000, upon written notice from LACMTA. If Ground Lease Tenant does not replenish the Deposit at the applicable times as set forth herein, LACMTA may decline to provide the services that are to be covered by the Deposit and/or terminate

the Ground Lease, subject to notice and cure provisions to be set forth in the Ground Lease. To the extent that the Deposit under the Ground Lease is not utilized by LACMTA in connection with the initial construction of the Project, any remaining Deposit balance will be returned to Ground Lease Tenant upon Completion of the Project.

During the term of the Ground Lease, Ground Lease Tenant will provide LACMTA with Deposit funds, in an amount to be determined at the time, for LACMTA Costs accruing during the Ground Lease Term in connection with future Ground Lease Tenant projects and improvements requiring LACMTA review/approval.

Exhibit 1

SITE MAP

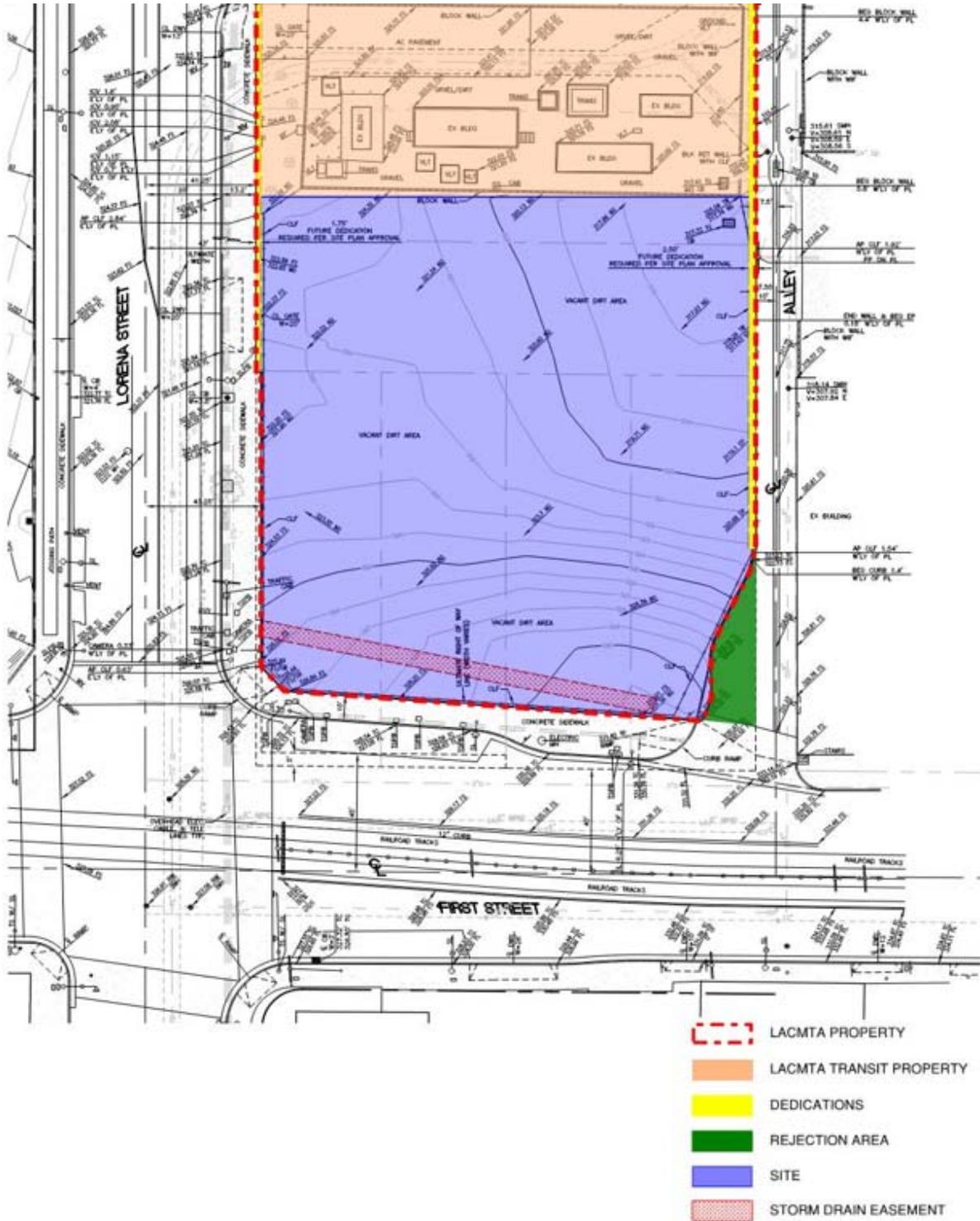


Exhibit 2

UNIT MIX – Scenario 1 (To be used in the event that the Dedication Rejection occurs)

Apartment Type	Studio	1 BR	2BR	3BR	Total
Restricted to households earning up to 30% of AMI	0	0	0	0	0
Restricted to formerly homeless households earning up to 30% of AMI (with Project Based Vouchers)	3	18	11	0	32
Restricted to households earning up to 40% of AMI	0	0	0	0	0
Restricted to households earning up to 50% of AMI	0	0	9	7	16
Unrestricted for Property Manager	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
Total	3	18	20	8	49

UNIT MIX – Scenario 2 (To be used in the event that the Dedication Rejection does not occur)

Apartment Type	Studio	1 BR	2BR	3BR	Total
Restricted to households earning up to 30% of AMI	0	0	0	0	0
Restricted to formerly homeless households earning up to 30% of AMI (with Project Based Vouchers)	7	18	7	0	32
Restricted to households earning up to 40% of AMI	0	0	0	0	0
Restricted to households earning up to 50% of AMI	0	0	9	7	16
Unrestricted for Property Manager	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
Total	7	18	16	8	49

Exhibit 3

LIST OF PLANS AND SPECIFICATIONS COMPRISING THE
100% DESIGN DEVELOPMENT DRAWINGS

GENERAL				
G0.00	COVER SHEET (Untitled)	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G0.01	TITLE SHEET	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G0.02	GENERAL PROJECT INFORMATION	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.01	BUILDING CODE ANALYSIS - GRADE PLANE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.02	BUILDING CODE ANALYSIS - OPEN SPACE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.10	BUILDING AREA ANALYSIS - PARKING FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.11	BUILDING AREA ANALYSIS - FIRST FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.12	BUILDING AREA ANALYSIS - SECOND FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.13	BUILDING AREA ANALYSIS - THIRD FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G1.14	BUILDING AREA ANALYSIS - FOURTH FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G2.01	EXTERIOR WALL OPENING ANALYSIS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G2.02	EXTERIOR WALL OPENING ANALYSIS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G2.03	EXTERIOR WALL OPENING ANALYSIS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G2.04	EXTERIOR WALL OPENING ANALYSIS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G3.01	NATURAL LIGHT AND	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020

	VENTILATION - 1ST FLOOR			
G3.02	NATURAL LIGHT AND VENTILATION - 2ND FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G3.03	NATURAL LIGHT AND VENTILATION - 3RD FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G3.04	NATURAL LIGHT AND VENTILATION - 4TH FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.00	FIRE DEPARTMENT ACCESS - SITE PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.01	EGRESS & FIRE DEPARTMENT ACCESS - PARKING FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.02	EGRESS & FIRE DEPARTMENT ACCESS - 1ST FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.03	EGRESS & FIRE DEPARTMENT ACCESS - 2ND FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.04	EGRESS & FIRE DEPARTMENT ACCESS - 3RD FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
G4.05	EGRESS & FIRE DEPARTMENT ACCESS - 4TH FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
CIVIL				
C-1.0	GENERAL NOTES, LEGEND, SHEET INDEX AND ABBREVIATIONS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-1.1	EXISTING CONDITIONS	100% DESIGN DEVELOPMENT	7/24/2020	None
CD-1.0	SITE DEMOLITION PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none

C-2.0	SITE CONTROL PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none
C-2.1	SITE CONTROL PLAN 2ND FLOOR	100% DESIGN DEVELOPMENT	7/24/2020	none
C-3.0	SITE GRADING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none
C-4.0	SITE UTILITY PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none
C-4.1	LID PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none
C-4.2	LID FORMS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-5.0	MISCELLANEOUS DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-5.1	MISCELLANEOUS DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-5.2	MISCELLANEOUS DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-5.3	MISCELLANEOUS DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-6.0	EROSION CONTROL PLAN	100% DESIGN DEVELOPMENT	7/24/2020	none
C-6.1	EROSION CONTROL GENERAL NOTES AND DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	none
C-6.2	EROSION CONTROL DETAILS	100% DESIGN DEVELOPMENT	7/24/20	none
C-7.0	OVER EXCAVATION PLAN	100% DESIGN DEVELOPMENT	7/24/20	none
LANDSCAPE				
L0.00	CONSTRUCTION NOTES & SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2019	none
L1.00	CONSTRUCTION NOTES & SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2019	none
L1.01	LANDSCAPE OVERALL PLAN	100% DESIGN DEVELOPMENT	7/24/2019	none
L1.02	LANDSCAPE PLAN CONSTRUCTION PLAN L1	100% DESIGN DEVELOPMENT	7/24/2019	none
L1.03	LANDSCAPE PLAN CONSTRUCTION PLAN L2, L3 & L4	100% DESIGN DEVELOPMENT	7/24/2019	none

L1.11	LANDSCAPE SECTIONS & ELEVATION	100% DESIGN DEVELOPMENT	7/24/2019	none
L1.21	LANDSCAPE CONSTRUCTION DETAILS	100% DESIGN DEVELOPMENT	06/08/2019	none
L2.01	HYDROZONE PLAN L1	100% DESIGN DEVELOPMENT	7/24/2019	none
L2.02	HYDROZONE PLAN L2, L3 & L4	100% DESIGN DEVELOPMENT	7/24/2019	none
L3.00	PLANTING SCHEDULE & NOTES	100% DESIGN DEVELOPMENT	7/24/2019	none
L3.01	PLANTING PLAN L1	100% DESIGN DEVELOPMENT	7/24/2019	none
L3.02	PLANTING PLAN L2, L3 & L4	100% DESIGN DEVELOPMENT	7/24/2019	none
L3.11	PLANTING DETAILS	100% DESIGN DEVELOPMENT	7/24/2019	none
SURVEY				
SR-1	SITE SURVEY (REFERENCE ONLY)	100% DESIGN DEVELOPMENT	7/24/2019	07/27/2020
ARCHITECTURAL				
A1.01	SITE PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.01	PARKING FLOOR SLAB PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.02	PARKING FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.02A	PARKING FLOOR PLAN ZONE A	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.02B	PARKING FLOOR PLAN ZONE B	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.02C	PARKING FLOOR PLAN ZONE C	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.02D	PARKING FLOOR PLAN ZONE D	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.03	PARKING FLOOR REFLECTED CEILING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.11	FIRST FLOOR SLAB PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.11A	FIRST FLOOR TOPPING SLAB PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.12	FIRST FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020

A2.12A	FIRST FLOOR PLAN ZONE A	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.12B	FIRST FLOOR PLAN ZONE B	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.12C	FIRST FLOOR PLAN ZONE C	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.12D	FIRST FLOOR PLAN ZONE D	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.13	FIRST FLOOR REFLECTED CEILING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.21	SECOND FLOOR SLAB PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.22	SECOND FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.22A	SECOND FLOOR PLAN ZONE A	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.22B	SECOND FLOOR PLAN ZONE B	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.22C	SECOND FLOOR PLAN ZONE C	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.22D	SECOND FLOOR PLAN ZONE D	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.23	SECOND FLOOR REFLECTED CEILING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.32	THIRD FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.32A	THIRD FLOOR PLAN ZONE A	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.32B	THIRD FLOOR PLAN ZONE B	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.32C	THIRD FLOOR PLAN ZONE C	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.32D	THIRD FLOOR PLAN ZONE D	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.33	THIRD FLOOR REFLECTED CEILING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.42	FOURTH FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.42A	FOURTH FLOOR PLAN ZONE A	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.42B	FOURTH FLOOR PLAN ZONE B	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.42C	FOURTH FLOOR PLAN ZONE C	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.42D	FOURTH FLOOR PLAN ZONE D	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020

A2.43	FOURTH FLOOR REFLECTED CEILING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A2.51	ROOF PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A3.01	EXTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A3.02	EXTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.01	BUILDING SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.02	BUILDING SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.10	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.11	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.12	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.13	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.14	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.15	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A4.16	WALL SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A5.01	ENLARGED UNIT PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A5.02	ENLARGED UNIT PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A5.03	ENLARGED UNIT PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A5.04	ENLARGED UNIT PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A5.05	ENLARGED UNIT PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.01	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.02	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.03	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.04	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.05	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.06	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A6.07"	INTERIOR ELEVATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020

A7.01	STAIR PLANS & SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A7.02	STAIR PLANS & SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A7.03	STAIR PLANS & SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A7.04	ELEVATOR PLANS & SECTIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A7.05	TRASH ROOM DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A8.10	WINDOW SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A8.11	DOOR SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A8.12	STOREFRONT SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A8.13	FINISH SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A8.14	MATERIAL BOARD	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A9.01	ACCESSIBILITY DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A9.02	ACCESSIBILITY DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A9.20	WALL TYPES AND DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A9.21	WALL TYPES AND DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
A9.22	WALL TYPES AND DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/27/2020
STRUCTURAL				
S1.0	STRUCTURAL NOTES	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S1.1	STRUCTURAL NOTES	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.0	FOUNDATION PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.1C	FIRST FLOOR CONCRETE PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.1	FIRST FLOOR WOOD PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.1A	FIRST FLOOR WOOD PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.2C	SECOND FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.2	SECOND FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020

S2.2A	SECOND FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.3	THIRD FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.3A	THIRD FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.4	FOURTH FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.4A	FOURTH FLOOR FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S2.5	ROOF FRAMING PLAN	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.0	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.1	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.2	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.3	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.4	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.5	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.6	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.7	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.8	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.9	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S3.10	TYPICAL DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S4.0	FOUNDATION DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S5.0	PODIUM DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S5.1	PODIUM DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S6.0	FLOOR DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S6.1	FLOOR DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S7.0	ROOF DETAILS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S8.0	SHEARWALL ELEVATIONS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S8.1	SHEARWALL ELEVATIONS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020
S9.0	SHEARWALL ELEVATIONS	100% DESIGN DEVELOPMENT	04/17/2020	07/24/2020

MECHANICAL				
M-0.1	MECHANICAL GENERAL NOTES, SYMBOLS LEGEND & SHEET INDEX	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-0.2	MECHANICAL SCHEDULES & CALCULATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.1	MECHANICAL PARKING FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.2	MECHANICAL FIRST FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.3	MECHANICAL SECOND FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.4	MECHANICAL THIRD FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.5	MECHANICAL FOURTH FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-2.6	MECHANICAL ROOF PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-3.1	MECHANICAL ENLARGED UNIT PLANS - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-3.2	MECHANICAL ENLARGED UNIT PLANS- SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-3.3	MECHANICAL ENLARGED UNIT PLANS- SHEET THREE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-3.4	MECHANICAL COMMON AREAS ENLARGED PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
M-5.1	MECHANICAL DETAILS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
PLUMBING				
P-0.1	PLUMBING GENERAL NOTES,	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020

	SYMBOLS LEGEND & SHEET INDEX			
P-0.2	PLUMBING SCHEDULE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-0.3	PLUMBING CALCULATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-1.0	PLUMBING SITE PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.1.1	PLUMBING PARKING WASTE AND VENT PIPING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.1.2	PLUMBING PARKING WATER & GAS PIPING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.2	PLUMBING FIRST FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.3	PLUMBING SECOND FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.4	PLUMBING THIRD FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.5.1	PLUMBING FOURTH FLOOR WASTE & VENT PIPING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.5.2	PLUMBING FOURTH FLOOR WATER & GAS PIPING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-2.6	PLUMBING ROOF PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-3.1	PLUMBING ENLARGED UNIT PLANS - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-3.2	PLUMBING ENLARGED UNIT PLANS - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-3.3	PLUMBING ENLARGED UNIT PLANS - SHEET THREE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-3.4	PLUMBING COMMUNITY & COMMON AREAS ENLARGED PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020

P-4.1	PLUMBING STORM AND OVERFLOW DRAIN RISER DIAGRAMS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-5.1	PLUMBING DETAIL - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-5.2	PLUMBING DETAILS - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
P-5.3	PLUMBING DETAILS - SHEET THREE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
ELECTRICAL				
E-0.1	ELECTRICAL GENERAL NOTES, SYMBOLS LEGEND & SHEET INDEX	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-0.2	ELECTRICAL SCHEDULE & CALCULATIONS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-1.0	ELECTRICAL SITE PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.1	ELECTRICAL PARKING FLOOR PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.1F	ELECTRICAL FEEDER ROUTING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.2. A	ELECTRICAL FIRST FLOOR LIGHTING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.2. B	ELECTRICAL FIRST FLOOR POWER PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.3. A	ELECTRICAL SECOND FLOOR LIGHTING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.3. B	ELECTRICAL SECOND FLOOR POWER PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.4. A	ELECTRICAL THIRD FLOOR LIGHTING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020

E-2.4. B	ELECTRICAL THIRD FLOOR POWER PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.5. A	ELECTRICAL FOURTH FLOOR LIGHTING PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.5. B	ELECTRICAL FOURTH FLOOR POWER PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.6	ELECTRICAL ROOF PLAN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.7	ELECTRICAL EXTERIOR LIGHTING ELEVATIONS - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-2.8	ELECTRICAL EXTERIOR LIGHTING ELEVATIONS - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.1	ELECTRICAL ENLARGED UNIT PLANS - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.2	ELECTRICAL ENLARGED UNIT PLANS - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.3	ELECTRICAL ENLARGED UNIT PLANS - SHEET THREE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.4	ELECTRICAL ENLARGED UNIT PLANS - SHEET FOUR	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.5	ELECTRICAL ENLARGED UNIT PLANS - SHEET FIVE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.6	ELECTRICAL ENLARGED UNIT PLANS - SHEET SIX	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.7	ELECTRICAL ENLARGED UNIT PLANS - SHEET SEVEN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020

E-3.8	ELECTRICAL ENLARGED UNIT PLANS - SHEET EIGHT	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.9	ELECTRICAL ENLARGED UNIT PLANS - SHEET NINE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.10	ELECTRICAL ENLARGED UNIT PLANS - SHEET TEN	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-3.11	ELECTRICAL COMMON AREAS ENLARGED PLANS	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-4.1	ELECTRICAL SINGLE LINE DIAGRAM - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-4.2	ELECTRICAL SINGLE LINE DIAGRAM - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-4.3	COMMUNICATION SYSTEM RISER DIAGRAM	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-5.1	ELECTRICAL DETAILS - SHEET ONE	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020
E-5.2	ELECTRICAL DETAILS - SHEET TWO	100% DESIGN DEVELOPMENT	7/24/2020	07/13/2020

Exhibit 4

OUTREACH PLAN

Throughout the development process for Lorena Plaza, A Community of Friends (ACOF) has engaged in a comprehensive community engagement process. ACOF firmly believes in continuing to update the community on the project's status and timeline, as well as any changes to the project.

For this reason, we have drafted the following outreach plan to provide a summary of outreach performed to date, and current and future planned outreach.

Summary of Completed Outreach:

2011 – 2015: ACOF performed a lengthy community engagement process from 2011 - 2015. The outreach strategy was to identify key stakeholders in the community, provide opportunities for the public to give feedback on the project, and build support for the project through community meetings. ACOF and its consultant met with a number of community groups and hosted two public community meetings during the winter of 2014 and spring of 2015. Door-knocking several blocks surrounding the project site also occurred during that time. The Boyle Heights Neighborhood Council and the LACMTA's Boyle Heights Design Review Advisory Committee were two of the main community stakeholder groups that ACOF met with and received their support in summer of 2015. ACOF also met with the Hollenbeck Community Police Advisory Board and members of East LA Community Corporation (ELACC) twice.

2016 - 2019: After receiving entitlement approvals in March 2016, ACOF continued to engage the community in updates on the project. In June 2019, ACOF provided an update to the Boyle Heights Neighborhood Council's Planning & Land Use Committee during public comment period to share the news that the City and ACOF had won the CEQA lawsuit. Shortly after, the CEQA appeal was filed.

Summary of Current and Planned Outreach:

Due to the fact that the community was involved in finalizing the project programming (target population, commercial space, and income levels), current and future planned outreach is focused on providing community updates and engaging the community on changes to the project since entitlement approval. There are two key aspects of the project which ACOF intends to provide updates to the community and solicit their feedback since the CEQA litigation has been resolved:

- 1) Changes to the project design
- 2) Update on the project's timeline

ACOF provided email updates to key stakeholders on the resolution of the CEQA litigation, and will continue to provide these updates on the project timeline as major milestones are achieved.

ACOF presented the revised project design to the LACMTA Design Review Advisory Committee (DRAC) on December 1st, 2020 and will work to incorporate remaining comments into the project design.

ACOF intends to provide an update on the project status, including timeline and changes to the design, during public comment of a Boyle Heights Neighborhood Council, Planning and Land Use Committee Meeting in early 2021. ACOF has contacted the Boyle Heights Neighborhood Council to schedule this update.

Additionally, ACOF plans to begin an outreach process on the public art component of the project in 2021. ACOF will meet with the Boyle Heights Neighborhood Council Arts and Culture Committee to obtain their feedback on what the process should look like, and will also coordinate with LACMTA DRAC members. ACOF anticipates releasing a Request for Qualifications (RFQ) to procure a local artist for the public art component, which will be defined through the outreach process.

Current and Planned Outreach Timeline:

Estimated Date	Outreach Accomplished
02/2020	ACOF emailed and called key stakeholders such as ELACC, CD 14’s office, and a representative of the Veterans of Foreign Wars, Post 4696 to inform them of the resolution of the CEQA litigation.
11/24/2020	ACOF met with Council District 14’s staff to provide an update on the project design and timeline.
12/1/2020	ACOF presented the updated project design to the LACMTA DRAC.
12/8/2020	ACOF initiated outreach with the Boyle Heights Neighborhood Council Arts and Culture Committee regarding the public art component of the project.
1 st Quarter 2021	ACOF will present the public art component options to the Boyle Heights Neighborhood Council Arts and Culture Committee. ACOF will provide an update on the project status during public comment period of a Boyle Heights Neighborhood Council Planning and Land Use Committee meeting.
Ongoing	As the project achieves milestones, such as committed tax credit financing, and the construction start date is solidified, an update on timing will be provided during Boyle Heights Neighborhood Council meetings’ public comment periods.

Exhibit 5

ADDITIONAL CEQA REQUIREMENTS

LACMTA requires Ground Lease Tenant to implement the following requirements in addition to those specified in the Mitigated Negative Declaration prepared for the Project by the City of Los Angeles (City of Los Angeles, Department of City Planning, No. ENV-2014-2392-MND) originally adopted by the Director of Planning on March 2, 2016, as amended by the City Council on March 6, 2018 to include the “Substitute Environmental Mitigation Measures” set forth in the revised Exhibit A to the Department of City Planning’s Letter of Determination for the Project:

1. Prior to any Project-related earth-moving activity, Ground Lease Tenant shall retain the services of a vertebrate paleontologist approved by the Natural History Museum of Los Angeles County Vertebrate Paleontology Section (the “**Approved Paleontologist**”) to manage a paleontologic resource impact mitigation program in support of earth-moving activities associated with construction.
2. Ground Lease Tenant shall provide LACMTA with a report from the Approved Paleontologist that indicates such Approved Paleontologist’s determination whether construction of the Project has the potential, with respect to the soil on the Premises, to require excavation or blasting of parent material in older alluvium or in any younger alluvium lying below the uppermost five feet of such alluvium.
3. Where avoidance of parent material in older alluvium and in any younger alluvium lying below the uppermost five feet of such alluvium is not feasible, Ground Lease Tenant shall:
 - 3.1. Ensure that all on-site construction personnel receive Worker Education and Awareness Program (WEAP) training that (a) educates such personnel in the regulatory framework that provides for protection of paleontological resources, and (b) provides such personnel with a familiarity with the diagnostic characteristics of the materials with the potential to be encountered and the appropriate procedures to be implemented if fossil remains are uncovered by earth-moving activities.
 - 3.2. Ensure that the Approved Paleontologist prepares a Paleontological Resource Management Plan (“**PRMP**”) to guide the salvage, documentation and repository of representative samples of unique paleontological resources encountered during construction.
 - 3.3. Ensure that the Approved Paleontologist oversees the implementation of the PRMP, if unique paleontological resources are encountered during any excavation or blasting activities on the Premises.
 - 3.4. Monitor blasting and earth-moving activities in older alluvium and in any younger alluvium lying below the uppermost five feet of such alluvium using a

qualified paleontologist or an archeologist that is cross-trained in paleontology (the “**Monitor**”) to determine if unique paleontological resources are encountered during any excavation or blasting activities, consistent with the Approved Paleontologist’s specified protocols or other comparable protocols.

- 3.5. Ensure that the Monitor recovers fossil remains uncovered by earth-moving activities.
 - 3.6. Ensure that the Monitor records associated specimen/sample data (taxon, element) and corresponding geologic (stratigraphic rock unit, stratigraphic level, lithology) and geographic site data (location, depth), and will plot site locations on maps of the study area.
 - 3.7. Ensure that all identifiable fossil remains are fully treated and that such treatment includes preparation of the remains by a paleontologic technician to the point of identification; identification to the lowest taxonomic level possible by knowledgeable paleontologists; curating and cataloguing the remains, plotting fossil site locations on maps of the study area, and entry of associated specimen data and corresponding geologic and geographic site data into appropriate computerized data bases by the technician; placement of the remains in the appropriate museum repository fossil collection for permanent storage and maintenance; and archiving of all associated data at the appropriate museum repository, where the data, along with the fossil remains, will be made available for future study by qualified scientific investigators. (Vertebrate and invertebrate fossil remains will be placed in the Natural History Museum of Los Angeles County’s Vertebrate Paleontology and Invertebrate Paleontology Sections, respectively. Fossil plant remains will be placed in the University of California Museum of Paleontology.)
 - 3.8. Ensure that the Approved Paleontologist prepares a comprehensive final report of results and findings that describes study area geology/stratigraphy, summarizes field and laboratory methods used, includes a faunal list and an inventory of curated/catalogued fossil remains, evaluates the scientific importance of the remains, and discusses the relationship of any newly recorded fossil site in the study area to relevant fossil sites previously recorded from other areas.
4. Prior to commencement of any construction, Ground Lease Tenant shall retain a qualified archaeologist meeting the Secretary of Interior’s Professional Qualifications Standards for archaeology to (a) prepare a Cultural Resources Monitoring and Treatment Plan for known and unknown resources that are eligible or potentially eligible for the California Register or are unique archaeological resources; and (b) oversee any Monitors proposed in the plan.