

Office of the Commissioner  
MAJOR LEAGUE BASEBALL ✓



September 17, 2003

Via Express Courier

Mr. Ulis C. Williams  
Superintendent-President  
Compton Community College  
1111 East Artesia Boulevard  
Compton, California 90221-5393

Re: Agreements.

Mr. Williams:

Enclosed for your records please find copies of (i) the executed Ground Lease between Compton Community College District ("Compton") and Major League Baseball Urban Youth Foundation ("MLB") including the exhibits thereto and (ii) the executed Shared Use Agreement between Compton and MLB including the exhibits thereto.

If you should have any questions, please contact me at 212-931-7860.

Sincerely,

A handwritten signature in black ink that reads "Robert E. McGlarry".

Robert E. McGlarry  
Counsel

Enclosures

cc: Jimmie Lee Solomon  
Thomas J. Ostertag, Esq.  
Ronald Chatman  
Ronald Wilson, Esq.  
Mee Lee  
Patrick M. Zabrowski, Esq.

## GROUND LEASE

THIS GROUND LEASE ("Lease") is made as of the 31 day of July, 2003, between Compton Community College District, a community college district established pursuant to California law ("Landlord"), and Major League Baseball Urban Youth Foundation, a California non-profit corporation ("Tenant") (Landlord and Tenant are each, a "Party" and collectively, the "Parties").

### WITNESSETH

WHEREAS, Landlord owns that certain real estate located at 1111 East Artesia Boulevard, Compton, California, on which it operates an institution of higher learning, which real estate is more particularly described on Exhibit A attached hereto and incorporated herein (the "College Property"); and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord that certain portion of the College Property described and depicted on Exhibit B attached hereto and incorporated herein (the "Leased Premises") for the purposes of developing and operating baseball fields and related athletic facilities in conjunction with Tenant's operations of a Major League Baseball Youth Academy; and

WHEREAS, Landlord and Tenant desire to cooperate in establishing, operating, and maintaining the athletic facilities located on the Leased Premises and the shared facilities located on the College Property in order that the greatest public use for recreational activities will arise from the operation of the facilities for the benefit, education, amusement, convenience and enjoyment of the public; and

WHEREAS, Landlord and Tenant have entered into that certain Shared Use Agreement dated as of even date (the "Shared Use Agreement") relating to the shared use of facilities on the College Property and the athletic facilities on the Leased Premises; and

WHEREAS, pursuant to the provisions of Title I, Division 7, Chapter 5 of the California Government Code, provisions of Part 7, Chapter 10, Section 10900, et seq. of the California Education Code, and provisions of Section 81360-81382 of the California Education Code, the parties hereto may contract to achieve said purposes and are authorized to cooperate with each other in the development and execution of adequate programs of education and recreation, and in the exercise of such power is subject to the lawful restrictions applicable to the Landlord; and

WHEREAS, the best interests of the public will be served by the use and occupancy of the Leased Premises by Tenant; and

WHEREAS, Landlord and Tenant desire to enter into this Lease to set forth their agreement with respect to the Leased Premises.

NOW, THEREFORE, in consideration of the initial covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Premises; Common Areas; Educational Programs.** Landlord does hereby lease, let and demise unto Tenant and Tenant does hereby lease from Landlord, the Leased Premises. Landlord also grants to Tenant the right to use in common with Landlord the areas of the College Property used for vehicular and pedestrian access, parking and other common areas located on the College Property (the "Common Areas"). Landlord and Tenant acknowledge that it is in the best interest of both parties to provide educational assistance, and baseball career development to the participants in the Major League Baseball Youth Academy (hereinafter referred to as "Educational Component") and that the parties desire to develop and maintain an Educational Component to the Major League Baseball Youth Academy. The parties hereby agree that Tenant shall have sole control in developing any Educational Component to the Major League Baseball Youth Academy. The parties agree to work in a mutual and cooperative effort with respect to any Educational Component.

2. **Term.**

2.1 **Initial Term.** The "Initial Term" of this Lease is fifteen (15) years commencing on the date hereof, and the Initial Term shall expire at midnight, local time, on July 31, 2018.

2.2 **Option Terms.** Tenant, at its option, may extend the Initial Term for two (2) additional periods of five (5) years each (individually, an "Option Term"). Each Option Term shall be on the same terms and conditions as set forth in this Lease. Each Option Term shall be exercised, if at all, by Tenant giving written notice to Landlord at least six (6) months prior to the expiration of the Initial Term or any Option Term then in effect, as the case may be or within thirty (30) days after Landlord has given Tenant written notice that Tenant's ability to exercise an Option Term is about to expire, whichever occurs later. Upon exercising an option, this Lease shall be deemed to be extended without the execution of any further lease or other instrument. The Initial Term and any Option Terms which have been exercised and have been in effect are sometimes collectively referred to as the "Term." Notwithstanding the foregoing, the Tenant shall not have the right to exercise any options to extend the Term of this Lease if Tenant is then in material default under this Lease past applicable grace periods.

3. **Rent.** From the date hereof through expiration of the Term, Tenant shall pay to Landlord an annual rent of Ten and No/100 Dollars (\$10.00), payable on January 1st of each year during the Term. Tenant may at its option prepay all or any part of the rent, and such prepayment shall be applied to the next due rent payment(s). The rent for any fractional calendar year shall be prorated. Rent payments shall be mailed to the address for Landlord provided in section 15.

4. **Tenant's Improvements.** Tenant may install at its cost and expense in the Leased Premises such fixtures, equipment and personal property as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises, and Tenant intends to develop a Major League Baseball youth academy on the Leased

Premises. Tenant may remove Tenant's fixtures, equipment and personal property from the Leased Premises at any time.

## 5. Landlord's Title.

**5.1 Warranty.** Landlord warrants and covenants that it has good and marketable fee simple title to the College Property, including the Leased Premises, with full right and authority to grant the estate demised herein and to execute and perform all of the terms and conditions of this Lease and that Landlord has taken all actions necessary or appropriate pursuant to California Education Code, Section 8130, et. seq., in connection with this Lease. Landlord covenants further that, upon the commencement of the Initial Term and the recording of the Memorandum of Lease contemplated hereby: (1) the Leased Premises are subject to no leases or tenancies other than this Lease, and (2) the College Property, including the Leased Premises, is free and clear of all restrictions, agreements, encumbrances, liens, easements or rights which could or would: (i) prevent or impair the use of the Leased Premises for the purposes permitted in this Lease, (ii) prevent or impair Tenant's use of and rights in the Common Areas in accordance with this Lease, or (iii) conflict with or diminish the rights herein granted to Tenant. Without limiting the foregoing, Landlord covenants and warrants that, as of the date hereof and the date of recording of the Memorandum of Lease, the Leased Premises is not subject to the lien of any mortgage, trust deed or deed of trust. Landlord agrees that it will not grant any mortgage, deed of trust or other lien in the future that may be superior to this Lease.

**5.2 Title Insurance.** Landlord shall provide Tenant at Tenant's cost with an ALTA Leasehold Policy of Title Insurance at the time of recording the Memorandum of Lease in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) from a title insurance company acceptable to Tenant which has a current effective date and which insures Tenant's title in the Leased Premises, subject only to the Title Exceptions applicable to the Leased Premises. The Leasehold Policy of Title Insurance will contain such additional affirmative coverages and endorsements as required by Tenant, to be paid for by Tenant. Landlord agrees to execute and deliver all title affidavits, certificates and other information reasonably requested by the title insurance company issuing all such title insurance policies.

**5.3 Covenant of Quiet Enjoyment.** Landlord covenants that Tenant shall peaceably and quietly have, hold and enjoy the full possession and use of the Leased Premises and the use of the Common Areas as herein provided throughout the Term. Landlord further covenants and warrants that as of the date of this Lease, the College Property is zoned for the operation of recreational facilities including Tenant's baseball fields, and there are no zoning laws, ordinances or regulations or other restrictions which would prevent or limit the use of the Leased Premises for such purposes, or would otherwise prevent, limit or prohibit Tenant from conducting any ancillary uses on or from the Leased Premises, or the use of the Common Areas as herein permitted or required.

## 6. Construction and Alteration of Building Improvements.

**6.1 Construction.** Tenant shall, at Tenant's expense, in accordance with this Lease, construct on the Leased Premises baseball fields and ancillary athletic facilities in accordance with those plans and specifications described in the Site Development Agreement

attached hereto as Exhibit C (the "Development Agreement"). Tenant intends to expend up to \$3,000,000 to design and construct the improvements. Tenant shall complete the improvements in accordance with and within the time period set forth in the Development Agreement, subject to extension pursuant to section 27.6 below. Tenant may make such other repairs, additions, alterations and improvements thereto as Tenant may deem desirable.

**6.2 Ownership of Tenant Improvements.** Ownership of and title to all improvements constructed on the Leased Premises by Tenant and all additions, alterations and improvements thereto made by Tenant, even though attached to the realty, shall be and remain in Tenant during the term of this Lease. Upon the termination of this Lease, title to all improvements (other than Tenant's fixtures, equipment and personal property) then located on the Leased Premises shall pass to and vest in Landlord, and Tenant shall execute and deliver all reasonably requested documentation to effect such transfer and conveyance.

**6.3 Liens.** Tenant shall not permit any lien to stand against the Leased Premises or the College Property for work done or materials furnished by or on behalf of Tenant (a "Tenant Lien"), provided that Tenant may contest the validity of any such Tenant Lien, but upon a final determination of the validity thereof, Tenant shall cause the Tenant Lien to be satisfied and released of record or shall furnish affirmative insurance over any lien in Landlord's title insurance policy insuring its interest in the Leased Premises or otherwise offer security for payment of the claim secured by such lien. Tenant shall indemnify and hold Landlord harmless from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and costs), liabilities and judgments on account of any Tenant Lien. Landlord hereby waives any Landlord's liens or other lien rights against improvements made by Tenant or Tenant's fixtures, equipment and personal property.

**6.4 Landlord Work.** The Landlord Work shall consist of those improvements provided for and defined as the "Landlord Work" in the Development Agreement, including but not limited to renovating the concession stands and the existing restroom facilities. Landlord shall improve the College Property with the Landlord Work as provided in the Development Agreement. The plans and specifications for the Landlord Work may not be materially modified without the written consent of Tenant, except as otherwise provided in the Development Agreement. After commencement of the Landlord Work, Landlord shall thereafter diligently prosecute the Landlord Work to completion within the time period set forth in and as provided in the Development Agreement, subject to extension pursuant to section 27.6 below.

**6.5 Condition Precedent.** The issuance of all necessary environmental procedures, design review, plan check and documents for the work described in sections 6.1 and 6.3 above must be first approved by the State of California Architect's Office, pursuant to Section 81130, Article 7 of the California Education Code, and such approvals are conditions precedent to this Lease.

**6.6 Signs.** Tenant shall have the right to place signs on the College Property, subject to compliance with local codes and ordinances. Tenant agrees that it will include a reference to Compton College on signs that are located on College Property adjacent to public roads identifying the Major League Baseball youth academy and that it shall consult with Landlord on the design of any such signs.

managing, insuring, repairing and maintaining the Leased Premises ("Tenant's Operating Costs"). After construction of the initial improvements as described in the Development Agreement, Tenant shall maintain the improvements but shall have no duty to make structural or other major repairs or replacements.

**8.4 Security.** Landlord and Tenant agree that they will cooperate in providing reasonable security measures in conjunction with the activities on the Leased Premises and Common Areas. Tenant will be responsible for providing and paying for security at its events only, provided that Tenant may contract with Landlord to have Landlord furnish security services provided the cost thereof is acceptable to Tenant.

## **9. Indemnification and Insurance.**

**9.1 Indemnification.** Each Party ("Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend the other Party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to third parties, loss of life of third parties, or damage to property of third parties occurring in the College Property and on the ways immediately adjoining the College Property, caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, its agents, servants or employees, and further provided that term "third parties" used herein shall include, without limitation, the agents, servants, employees and invitees of a Party. The Parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

**9.2 Liability Insurance Coverage and Limits.** Tenant and Landlord each agree to maintain, and/or cause to be maintained, at no cost to the other Party, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the College Property and the ways immediately adjoining the College Property, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Five Million and No/100 Dollars (\$5,000,000.00). The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties.

**9.3 Casualty Insurance.** During the Term of this Lease, Landlord shall keep the Leased Premises insured against loss or damage by fire or other casualty at Landlord's sole cost and expense, with extended coverage endorsement or its equivalent, with such responsible insurance companies as Landlord shall select, and Tenant shall approve, said approval not to be unreasonably withheld, and in amounts not less than the replacement cost of the improvements on the Leased Premises, with loss payable thereunder to Tenant. All proceeds from casualty insurance shall be used to restore the Leased Premises to its condition as it existed immediately prior to the casualty if Tenant is responsible for the same pursuant to section 10 below.

**9.4 Policy Requirements.** Insurance coverage required by this Lease may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a Party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles. Upon request, each Party shall cause certificates of insurance reasonably evidencing compliance with the requirements of this section to be delivered to the other Party. The insurance policies and certificates required by this section shall contain a provision requiring the insurance company to furnish Landlord or Tenant, as the case may be, thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

**9.5 Performance of Indemnity Agreements.** All policies of liability insurance shall insure the performance by Landlord or Tenant, as the case may be, of the indemnity agreements contained herein. Each Party shall promptly notify the other Party of any asserted claim with respect to which such Party is or may be indemnified against hereunder and shall deliver to such other Party copies of process and pleadings.

**9.6 Waiver of Certain Rights.** With respect to any loss or damage that may occur to the College Property (or any improvements thereon) or the respective property of the Parties therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, including negligence of the Parties, their agents, servants or employees, the Party required to carry such insurance and suffering such loss hereby releases the other Party from all claims with respect to such loss; and the Parties agree that their respective insurance companies shall have no right of subrogation against the other Party on account of any such loss, and each Party shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Party which the insurers might otherwise have under such policies.

**10. Casualty.** If during the Term of this Lease, or any renewal term, the Leased Premises or any other improvement erected on the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall, at its sole cost and expense, repair or restore the same to the extent casualty insurance proceeds are available therefor. Notwithstanding the foregoing, if the improvements are totally destroyed or substantially damaged, or if any damage occurs in the last five (5) years of the Term, Tenant shall not have the duty to restore and shall have the right to terminate this Lease. If Tenant decides not to restore the improvements pursuant to this section 10, and if Landlord elects to rebuild the same, the insurance proceeds shall be made available to Landlord for such rebuilding. In such event Tenant may elect to either terminate this Lease or have it continue in accordance with its terms. If the cost to restore is less than the insurance proceeds then the balance will be shared equally by Landlord and Tenant. If both Tenant and Landlord elect not to rebuild, the insurance proceeds will be used first to restore the Leased Premises to substantially the condition they were in at the commencement of the Lease Term, and the balance of the insurance proceeds shall be shared equally by Landlord and Tenant.

**11. Condemnation.**

**11.1 Complete Taking.** In the event of a taking of all or substantially all of the Leased Premises or in the event of a taking or damage to any interest in or access to the Leased Premises or College Property by eminent domain or any transfer in lieu thereof or by any other governmental action which taking or damage renders, in Tenant's discretion, the Leased Premises unsuitable for Tenant's operations, Tenant may cancel this Lease as of the taking by notice to Landlord within six (6) months after the taking or damage deprives Tenant of possession of any portion of the Leased Premises or of any other rights of Tenant under this Lease.

**11.2 Partial Taking.** In the event of a partial taking of the Leased Premises or Common Areas that does not, in Tenant's discretion, render the Leased Premises unsuitable for Tenant's operations on the Leased Premises, this Lease shall not be terminated.

**11.3 Award.** In the event of any condemnation and whether or not Tenant elects to terminate this Lease, Tenant shall be entitled to any and all awards or payments made in the condemnation proceedings in respect to any damage to: (a) Tenant's leasehold interest, (b) all improvements constructed on the Leased Premises by Tenant, (c) Tenant's fixtures and equipment, and (d) loss of business and relocation costs.

**12. Assignment and Subletting.** Tenant may not assign this Lease or sublet the Leased Premises, in whole in part, without the prior consent of the Landlord, which consent will not be unreasonably withheld. Notwithstanding the foregoing, no consent of Landlord shall be required for any assignment, subletting or transfer to Major League Baseball or to a parent corporation, subsidiary corporation, sister corporation or other entity related to Tenant or Major League Baseball, or any such transfer to a successor foundation or entity that acquires all or substantially all of the assets and operations as Tenant. Notwithstanding any such assignment or subletting, whether by operation of law or otherwise, the original Tenant shall remain fully liable for the obligations of Tenant hereunder, including without limitation, the obligation to pay the rent and other amounts provided for under this Lease, all with the same force and effect as though no such assignment or subletting had taken place. The rights and interests of the assignee or sublessee shall be subject to all of the terms and provisions of this Lease. If Tenant subleases the Leased Premises to a third party as permitted above (a "Subtenant"), the rights granted to a Subtenant under this Lease are a material consideration for Tenant in entering into this Lease. Landlord agrees to accept the performance of any of Tenant's covenants or obligations under this Lease from any Subtenant, and Landlord agrees that a Subtenant may enjoy the same rights and privileges as may be granted to Tenant under this Lease, to the extent same may be granted to a Subtenant by Tenant. Landlord hereby agrees not to disturb or interfere with, and to recognize, the rights, interests and estates of the Subtenant in and to the Leased Premises in accordance with the terms and conditions of its sublease notwithstanding any termination or expiration of this Lease so long as Tenant is not in default beyond the applicable grace period under its sublease. Landlord, Tenant or Subtenant shall execute a non-disturbance agreement, in recordable form, effecting the provisions of this section 12, provided that the applicable sublease contains commercially reasonable monetary and non-monetary terms, contains provisions consistent with the provisions of this Lease, and is negotiated on an arms-length basis. The provisions of this section 12 shall be self-operative, without further agreement.



permit Leasehold Mortgagee to foreclose or otherwise acquire and to cure any default under this Lease by Tenant so long as Leasehold Mortgagee cures any monetary defaults of Tenant under this Lease during such time period; provided that Landlord hereby waives any non-monetary default of Tenant or other defaults which may not be cured by the payment of money which the Leasehold Mortgagee is unable to cure. Effective on the date of Leasehold Mortgagee acquiring a Leasehold Interest, Leasehold Mortgagee shall become the Tenant under this Lease and shall perform all of Tenant's obligations thereafter accruing.

**12.3 Termination of Lease.** In the event that this Lease is terminated for any reason whatsoever, including without limitation, any rejection or disaffirmation of this Lease in a state or federal insolvency proceeding, Landlord shall offer the Leasehold Mortgagee the opportunity to enter into a new lease with Landlord upon the same terms and conditions as would otherwise be in effect if this Lease had not been terminated or had not expired, and Leasehold Mortgagee shall have sixty (60) days after notice thereof from Landlord within which to make such election. During said sixty (60) day period, Landlord shall not alter, modify, demolish or add additional improvements to the Leased Premises, without the prior written consent of Leasehold Mortgagee and shall maintain utility services to the Leased Premises at the Leasehold Mortgagee's expense. To the extent required by law, Landlord shall execute and deliver a bill of sale and deed transferring title to the Leased Premises to the Leasehold Mortgagee in connection with entering into a new lease if Leasehold Mortgagee makes such election so as to permit Leasehold Mortgagee to acquire absolute title to the Improvements, subject to the reversionary interest of Landlord at the termination or expiration of this Lease, but subject to the provisions of this Lease.

### **13. Defaults.**

**13.1 Tenant Default.** If one or more of the following events (sometimes called "Events of Default") will happen and be continuing: (a) Tenant defaults in the payment of rent or any other sums provided to be paid hereunder and such default continues for fifteen (15) days after Landlord has given Tenant written notice thereof provided, however, that Tenant shall have during any twelve (12) month period two (2) additional fifteen (15) day grace periods to cure such monetary default after written notice from Landlord for each default; or (b) Tenant defaults in the observance or performance of any other covenant, condition, agreement or provision in this Lease or the Shared Use Agreement and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be reasonably cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence); then, Landlord may enforce the provisions of this Lease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

**13.2 Landlord Default.** If Landlord defaults in the observance or performance of any covenant, agreement or provision of this Lease or the Shared Use Agreement and Landlord fails to remedy such default within thirty (30) days after notice thereof from Tenant to Landlord specifying the nature of the default or, in the event the default cannot be reasonably cured within such time period, Landlord will fail to initiate action to remedy such default within

said period and to prosecute the same to completion with due diligence, then Tenant shall be entitled to enforce all rights and remedies at law or in equity against Landlord. All rights and remedies accorded to Tenant shall be cumulative, not exclusive, with all other rights and remedies.

**13.3 Notice and Cure.** Either Party shall be deemed to be in default upon the expiration of thirty (30) days from the receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform the obligations of this Lease unless that Party, prior to the expiration of said thirty (30) days, has cured the default specified in the notice. However, such Party shall not be in default if such failure (except the failure to pay money) cannot be reasonably rectified within said thirty (30) day period and such Party is using good faith and its best efforts to rectify the particulars.

**13.4 Tenant Self-Help.** If the defaulting Party is Landlord, Tenant may incur any expenses necessary to perform the obligation of Landlord as specified in such notice, and may set off such expenses against rent and/or may recover such expenses in a suit in law or in equity from Landlord.

**13.5 Performances.** The failure of a Party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The performance of each and every covenant and agreement by Landlord contained in this Lease is a condition precedent to the right to collect rent or enforce this Lease.

**13.6 Legal Remedies.** In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

**14. Estoppel Certificates.** Each Party agrees, upon receipt of written request from the other Party, and provided the requested Party do so truthfully, to certify in writing to a prospective purchaser or lienholder of the requesting Party: (i) that this Lease is in full force and effect; (ii) that this Lease has not been amended (or, if it has, identifying all such amendments); (iii) that, to the requested Party's knowledge, the requesting Party is not in default of any of the terms, covenants, conditions or agreements contained in this Lease (or, if the requesting Party is in default, specifying the nature of such default); and (iv) such additional facts within the requested Party's knowledge as may be reasonably required by the requesting Party. Any certificate issued pursuant to this section shall act as a waiver of any claim by the Party furnishing it against any such prospective purchaser or lienholder (but not against the requesting Party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

15. **Notices.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or registered or certified mail to Landlord at Compton Community College, 1111 East Artesia Boulevard, Compton, California 90221-5393, Attention: Superintendent/President, or such other address as Landlord may hereafter designate, and to Tenant at Major League Baseball Urban Youth Foundation, 245 Park Avenue, New York, New York, 10167, Attention: Jimmie Lee Solomon, SVP, or other such address as Tenant may hereafter designate, and the date of receipt of any notice by registered or certified mail shall be deemed to be two (2) business days after the date of registration or certification thereof. In the case of personal delivery, the date of receipt shall be the date of actual delivery to the Leased Premises or to any other address of the Tenant specified herein or in a later written designation.

16. **Attorneys' Fees.** If either Party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing Party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either Party to this Lease is required to initiate or defend litigation ~~with a third party~~ because of the violation of any term or provision of this Lease, or obligation of the other Party to this Lease, then the Party so litigating shall be entitled to reasonable attorneys' fees from the other Party to this Lease. Attorneys' fees shall include reasonable attorneys' fees on any appeal. In addition a Party entitled to reasonable attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

17. **Memorandum of Lease.** This Lease shall not be recorded, but a Memorandum of Lease shall be executed and acknowledged by the Parties and recorded in Los Angeles County California.

18. **Section Headings.** The section headings of this Lease are inserted only for reference and do not affect the terms and provisions herein.

19. **Tenant's Right of First Refusal.** If Landlord determines to sell the Leased Premises as a separate unit and not as part of a sale of the College Property, and receives an acceptable bona fide offer therefor, Landlord, before making any agreement to sell, shall give notice to Tenant stating Landlord's desire to sell and the amount and terms of such offer in detail. Tenant shall have the exclusive right for thirty (30) days after receiving such notice to purchase the Leased Premises to which such offer refers at the amount and on the terms of said offer. If Tenant fails to exercise said right and the Leased Premises are sold by Landlord to a third party as provided in the submitted offer, such sale shall nevertheless be made subject to this Lease, including this section 19, and said right shall be applicable to any and all subsequent offers to purchase received by Landlord's successors and assigns. This right of first refusal shall not apply to any other portion of the College Property or to the sale of the College Property as a unit.

20. **Brokerage.** Landlord represents and warrants that Landlord has not dealt with any broker or finder with regard to this Lease or the transaction contemplated hereby. Landlord shall indemnify, defend and hold Tenant harmless from and against any claim for brokerage

commission or finder's fees asserted by any person, firm or corporation claiming to have been engaged by Landlord. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder with regard to this Lease or the transaction contemplated hereby, and Tenant shall indemnify, defend and hold Landlord harmless for and against any claim for brokerage commission or finder's fees asserted by any person, firm or corporation claiming to have been engaged by Tenant.

**21. Compliance with Laws.** During the term of this Lease, Tenant shall promptly observe and comply with all present and future laws and ordinances applicable to the Leased Premises, excepting, however, those matters which are the obligation of Landlord under this Lease.

**22. Holding Over.** If Tenant, with the consent or acquiescence of Landlord, remains in possession of the Leased Premises after the expiration or termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month subject to all applicable terms, conditions and covenants of this Lease.

**23. Waiver of Jury Trial.** Landlord and Tenant hereby jointly and severally waive any and all rights to trial by jury in any action or proceeding relating to this Lease and the obligations hereunder. Landlord and Tenant each represents to the other that this waiver is knowingly, willingly and voluntarily given.

**24. Grant of Lien.** Landlord understands that Tenant is expending considerable sums to construct improvements on the Leased Premises and is willing to do so in consideration of Tenant being able to occupy the Leased Premises for its use for the full Term. Therefore, if the Lease is terminated prior to the end of the Term for reasons other than default of Tenant, casualty or condemnation, Landlord shall pay to Tenant the unamortized cost of the improvements (with the amortization to be based on a fifteen (15) year period). To the extent not prohibited under California law, Landlord hereby grants to Tenant a lien on the College Property in the amount of such costs, which lien may be foreclosed upon in the same manner as a deed of trust or mortgage under applicable laws.

**25. Environmental Matters.**

**25.1 Tenant's Responsibility.** Tenant agrees that it will not use the Leased Premises or any portion of the Improvements thereon to handle, transport, store, or treat hazardous substances other than those necessary to the operation of Tenant's and its subtenants' permitted operations and uses. Tenant further agrees that any activity on or relating to the handling, transport, storage, use, treatment, generation, or disposal of hazardous substances shall be conducted at Tenant's sole cost and expense in full compliance with environmental laws. In the event that the covenants in this provision are false or breached, Tenant agrees to defend, indemnify and hold harmless Landlord against any and all claims arising from any such false or breached warranty and representation. Tenant further agrees to defend, indemnify and hold harmless Landlord against any and all claims resulting from or arising out of any handling, storage, treatment, transportation, disposal, release, or threat of release of hazardous substances from or on the Leased Premises.

**25.2 Landlord's Responsibilities.** Landlord agrees to indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including reasonable attorneys' fees, that arise during or following the Lease Term as a result of contamination of the Leased Premises with hazardous substances or violations of environmental laws which exist as of the date the Leased Premises are delivered to Tenant or which are caused by Landlord, its employees, agents, contractors, invitees or tenants. Landlord's indemnification shall extend to liability directly arising out of the use, generation or storage of hazardous substances by Landlord, its employees, agents, contractors, invitees or tenants, including, without limitation, the cost of any required or necessary repairs, cleanup or detoxification, and the preparation of any closure or other required plans, which such action is required or necessary prior to or following the termination of this Lease, to the full extent that such contamination predates Tenant's occupancy or is attributable, directly or indirectly, to the use, generation, storage or disposal of hazardous substances by Landlord, its employees, agents, contractors, invitees or tenants.

**25.3 Definitions.** The term "environmental laws" as used in this Lease shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment, hazardous or toxic substances or petroleum products including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulation Agency, regulations or laws administered by OSHA and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect. The term "hazardous substances" shall mean any substance, material, item or matter regulated under or subject to environmental laws.

**25.4 Survival.** The provisions of this section shall survive the expiration or termination of this Lease.

**26. Warranties.**

**26.1 Warranties of Landlord.** As an inducement to Tenant to enter into this Lease, Landlord represents and warrants to and covenants with Tenant as follows:

(a) that it is a community college district, duly organized and validly existing and in good standing under the laws of the State of California;

(b) that it has the power and authority to carry on its function as a community college district, to enter into this Lease and the Shared Use Agreement, and to consummate the transaction herein contemplated;

(c) that all actions to be taken by or on behalf of Landlord to authorize it to make, deliver and implement the terms of this Lease and the Shared Use Agreement have been duly and properly taken prior to the execution of this Lease and the Shared Use Agreement; and

(d) that this Lease and the Shared Use Agreement are valid and binding obligations of Landlord, enforceable in accordance with their terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal and equitable principles relating to or limiting the rights of contracting parties generally.

**26.2 Warranties of Tenant.** As an inducement to Landlord to enter into this Lease, Tenant represents, warrants and covenants as follows:

- (a) that it is a California non-profit 501c(3) corporation;
- (b) that it has the power and authority to carry on its functions as a foundation, to enter into this Lease and the Shared Use Agreement, and to consummate the transaction herein contemplated;
- (c) that all actions to be taken by or on behalf of Tenant to authorize it to make, deliver and implement the terms of this Lease and the Shared Use Agreement have been duly and properly taken prior to the execution of this Lease and the Shared Use Agreement; and
- (d) that this Lease and the Shared Use Agreement are valid and binding obligations of Tenant enforceable in accordance with their terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles; and
- (e) that the Tenant has the financial resources to fulfill its obligations under the terms of this Lease.

**27. Miscellaneous.**

**27.1 No Partnership.** It is the intention of the Parties to create the relationship of Landlord and Tenant and no other relationship whatsoever, and nothing herein shall be construed to constitute the Parties hereto partners or joint venturers, or to render either Party hereto liable for any of the debts or obligations of the other Party.

**27.2 Complete Agreement.** This Lease (including the Development Agreement) and the Shared Use Agreement constitute the entire agreement of the Parties. There are no oral agreements or understandings between the Parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Landlord and Tenant concerning this Lease and none thereof shall be used to interpret or construe this Lease. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

**27.3 No Waiver.** The failure of either Party hereto to insist upon strict performance of any of the terms, provisions, conditions or covenants herein shall not be deemed

a waiver of any subsequent or continuing breach of the terms, provisions, conditions or covenants herein contained. The receipt by either Party from the other of any payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of a term, provision, condition or covenant of this Lease, shall not be deemed a waiver of such breach.

**27.4 Covenants Running with the Land.** Each provision hereof shall be deemed both a covenant and a condition and shall run with the land comprising the College Property.

**27.5 Successors and Assigns.** This Lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the Parties hereto.

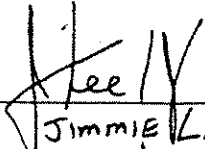
**27.6 Force Majeure.** If Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, casualty or reasons of a like nature not the fault of the Party delayed in the performance of such obligation, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting Party shall not be liable for losses or damages caused by such delays; provided, however, this section shall not apply to the payment of any sums of money required to be paid by Tenant or Landlord hereunder.

27.7 **Applicable Law.** The laws of the State of California shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

EXECUTED as of the date first above written.

**TENANT:**

Major League Baseball Urban Youth  
Foundation, a California non-profit  
corporation

By:   
Name: Jimmie LEE Solomons  
Title: VICE-president

**LANDLORD:**

Compton Community College District,  
a community college district established  
pursuant to California law

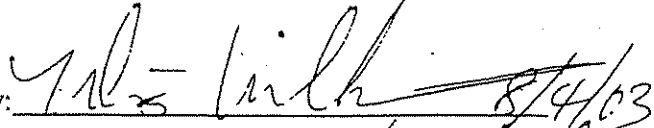
By:  8/4/03  
Name:  
Title: Superintendent/President



Exhibit A

## LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

### PARCEL I:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 1, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 9, NORTH 89° 54' COLT EAST 398.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 398.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE NORTH 1029.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 890K 541 0011 WEST 398.52 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTH 1029.68 FEET TO THE POINT OF BEGINNING.

### PARCEL II:

THOSE PORTIONS OF LOTS 1, 4, 5 AND 6 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER, WITH A LINE THAT IS PARALLEL WITH AND DISTANT 448.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY PROLONGATION NORTH 89° 54' 00" EAST 405.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 250.00 FEET WESTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF TRACT NO. 6603, AS SHOWN ON MAP RECORDED IN BOOK 70 PAGE 82 ET SEQ., OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG LAST MENTIONED PARALLEL LINE NORTH 0° 02' 10" EAST 1029.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 541 0011 WEST 405.00 FEET TO A LINE THAT IS PARALLEL WITH SAID WESTERLY LINE OF LOT 1 AND PASSES THROUGH THE POINT OF BEGINNING, THENCE SOUTH 1029.68 FEET TO THE POINT OF BEGINNING.

### PARCEL III:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 29 PAGE 49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 1, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524, ET. SEQ., MISCELLANEOUS RECORDS IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 9 NORTH  $89^{\circ} 54' 00''$  EAST 398.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 398.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE SOUTH 182.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 452.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $83^{\circ} 07' 43''$  A DISTANCE OF 656.78 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 631.75 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

THOSE PORTIONS OF LOTS 1, 2 AND 4 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 29 PAGE 49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER WITH A LINE THAT IS PARALLEL WITH AND DISTANT 448.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE SOUTH 182.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 502.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $83^{\circ} 48' 53''$  A DISTANCE OF 735.34 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY LINE SOUTH 637.93 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF SAID LOT 2 NORTH  $89^{\circ} 54' 00''$  EAST 853.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 250.00 FEET WESTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF TRACT NO. 6603, AS SHOWN ON MAP RECORDED IN BOOK 70 PAGE 82 ET SEQ., OF MAPS, IN THE OFFICE OF SAID RECORDER, AND THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG LAST MENTIONED PARALLEL LINE NORTH  $0^{\circ} 02' 10''$  EAST 1320.00 FEET TO SAID EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9; THENCE SOUTH  $89^{\circ} 54' 00''$  WEST 405.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHERLY 38.5 FEET THEREOF.

SAID PARCELS 1 THRU 4 ARE REGISTERED UNDER THE LAND TITLE LAW.

PARCEL V:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF THE HELLMAN TRACT, AS PER MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 448.52 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 182.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 502.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE

THROUGH A CENTRAL ANGLE OF  $83^{\circ} 48' 53''$ , A DISTANCE OF 735.34 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH ALONG SAID WESTERLY LINE 50.32 FEET TO A POINT IN A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 452.68 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT NORTHWESTERLY 50 FEET, MEASURED RADIALLY FROM THE CURVE HEREINBEFORE MENTIONED AS HAVING A RADIUS OF 502.68 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 452.68 FEET THROUGH A CENTRAL ANGLE OF  $83^{\circ} 07' 43''$ , A DISTANCE OF 656.78 FEET TO ITS POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT EASTERLY 398.52 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF LOT 1; THENCE NORTH ALONG SAID LAST MENTIONED PARALLEL LINE 1212.00 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH  $89^{\circ} 54'$  WEST 50 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE OF LOT 1 WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 1029.68 FEET TO THE POINT OF BEGINNING.

SAID LAND IS REGISTERED UNDER THE LAND TITLE LAW.

EXCEPT THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OF SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE REGISTRAR OF TITLES.

PARCEL VI:

THOSE PORTIONS OF LOTS 2, 4, 5, AND 6 OF THE JOHN TAYLOR TRACT, PARTLY IN THE CITY OF LONG BEACH, AND PARTLY IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 2, WITH A LINE PARALLEL WITH AND DISTANT WESTERLY 250 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE, AND ITS SOUTHERLY PROLONGATION, OF TRACT NO. 6603, AS PER MAP RECORDED IN BOOK 70 PAGES 82 AND 83 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH  $89^{\circ} 54'$  EAST 250 FEET TO THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE; THENCE ALONG SAID SOUTHERLY PROLONGATION TO AND ALONG THE WESTERLY LINE OF SAID TRACT NO. 6603; NORTH  $0^{\circ} 02' 10''$  EAST 2349.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE SOUTH  $89^{\circ} 54'$  WEST 250 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 250 FEET MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF TRACT NO. 6603; THENCE SOUTH  $0^{\circ} 02' 10''$  WEST 2349.68 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 38.5 FEET THEREOF.

SAID LAND IS REGISTERED UNDER THE LAND TITLE LAW.

EXCEPTING THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE COUNTY REGISTRAR OF TITLES.

PARCEL VII:

THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 54' EAST 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST 635.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 94' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 502.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.27 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 0° 06' WEST 50.32 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 452.68 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT NORTHERLY 50 FEET, MEASURED RADIALLY FROM THE CURVE HEREINBEFORE MENTIONED AS HAVING A RADIUS OF 502.68 FEET, SAID POINT BEING ALSO SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 3 OF THE DEED TO HARVEY MACHINE CO., INC., RECORDED ON DECEMBER 31, 1946, AS INSTRUMENT NO. 1870, IN BOOK 23998 PAGE 249, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 452.68 FEET, A DISTANCE OF 54.29 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND, AS DESCRIBED IN SAID PARCEL 3, AND ITS WESTERLY PROLONGATION, SOUTH 89° 54' WEST 768.70 FEET, MORE OR LESS, TO A LINE BEARING SOUTH 7° 24' 45" EAST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST 605.06 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE ALONG SAID LINE OF BEARING SOUTH 7° 24' 45" EAST 50.41 FEET TO A LINE BEARING SOUTH 89° 54' EAST WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 54' EAST 95.07 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, AS PER MAP RECORDED IN BOOK 2 PAGES 524 AND 525 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST THEREON 655.47 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, NORTH 89° 54' 54" EAST 154.98 FEET; THENCE SOUTH 3° 19' 05" EAST 591.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 950 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 19° 30' 06" A DISTANCE OF 323.36 FEET; THENCE TANGENT TO SAID CURVE SOUTH 16° 11' 03" WEST 86.15 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 50 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF PARCEL 1 OF THE LAND DESCRIBED IN THE DEED TO COMPTON JUNIOR COLLEGE DISTRICT, RECORDED IN BOOK 35436 PAGE 25 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID PARALLEL LINE AND ITS NORTHWESTERLY PROLONGATION, NORTH 7° 24' 45" EAST, 1001.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET OF ABOVE DESCRIBED LAND MEASURED AT RIGHT ANGLES FROM SAID NORTHERLY LINE OF LOT 9.

EXCEPTING ALSO THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE REGISTRAR OF TITLES.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 30, 1952 AS INSTRUMENT NO. 2572.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1969 AS INSTRUMENT NO. 490.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE FINAL JUDGMENT IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, REGISTERED MAY 20, 1952 AS DOCUMENT NO. 9139-U AS CERTIFICATE NO. IAL-112589-92.

#### PARCEL VIII:

THAT PORTION OF LOT 3 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT WESTERLY 278.71 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, WESTERLY 109.93 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT; NORTHERLY 224.87 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 224.87 FEET OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, EASTERLY 109.82 FEET TO A LINE THAT IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT WHICH PASSES THROUGH THE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE, SOUTHERLY 224.87 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 38.50 FEET AND NORTHERLY 50 FEET THEREOF.

ALSO EXCEPT THEREFROM THE INTEREST IN AN UNDIVIDED 5 PER CENT INTEREST OF ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS CONTAINED IN SAID LAND WHICH WAS RESERVED BY HAROLD A. OLSEN, IN DEED REGISTERED MARCH 26, 1946, AS DOCUMENT NO. 6643-0, ENTERED ON CERTIFICATE NO. QT-37177.

SAID LAND WAS WITHDRAWN FROM THE EFFECT AND OPERATION OF THE LAND TITLE LAW, BY CERTIFICATE OF CANCELLATION AND WITHDRAWAL, RECORDED FEBRUARY 7, 1951, IN BOOK 35515 PAGE 247, OFFICIAL RECORDS.

PARCEL IX:

THAT PORTION OF LOT 9, HELLMAN TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST 685.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 54' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 452.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.29 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS; THENCE NORTH 0° 06' WEST ALONG SAID EASTERLY LINE, 631.75 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 89° 54' WEST ALONG THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 721.38 FEET TO A POINT IN A LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING, AND BEARING NORTH 0° 06' WEST THEREFROM; THENCE SOUTH 0° 06' EAST 635.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THE INTEREST IN ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND THE PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, TOGETHER WITH THE RIGHT TO ENTER UPON AND USE THE SUBSURFACE OF SAID LAND TO PROSPECT FOR AND TO DRILL, BORE, RECOVER AND REMOVE THE SAME WHICH WAS EXCEPTED AND RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED DECEMBER 31, 1946 IN BOOK 23998 PAGE 249 OF OFFICIAL RECORDS, WHICH PROVIDES, IN PART, THAT THE FIRST PARTY SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 30, 1952 AS INSTRUMENT NO. 2572.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1969 AS INSTRUMENT NO. 490.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE FINAL JUDGEMENT IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, REGISTERED MAY 20, 1952 AS DOCUMENT NO. 9139-U AS CERTIFICATE NO. IAL-112589-92.

PARCEL X:

THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST, THEREON 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST, 635.00 FEET; THENCE NORTH 89° 54' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 502.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.27 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS; THENCE SOUTH 0° 06' EAST 637.93 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 89° 54' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 721.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE INTEREST IN ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND THE PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, TOGETHER WITH THE RIGHT TO ENTER UPON AND USE THE SUBSURFACE OF SAID LAND TO PROSPECT TO FOR AND TO DRILL, BORE, RECOVER AND REMOVE THE SAME WHICH WAS EXCEPTED AND RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED DECEMBER 31, 1946 IN BOOK 23998 PAGE 249 OF OFFICIAL RECORDS, WHICH PROVIDES, IN PART, THAT THE FIRST PARTY SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS.

PARCEL XI:

A PORTION OF LOT X OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 524 AND 525 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE AT THE SOUTHEASTERLY CORNER OF LOT X; THENCE SOUTH 89° 46' 50" WEST ALONG THE SOUTHERLY LINE OF SAID LOT X, A DISTANCE OF 602.03 FEET, MORE OR LESS, TO A ? INCH PIPE IN THE EASTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE 140.22 FEET, MORE OR LESS, TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY AT RIGHT ANGLE 140.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT X; THENCE NORTH 89° 46' 50" EAST ALONG SAID PARALLEL LINE TO A POINT IN THE EASTERLY LINE OF SAID LOT X; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY AS PROVIDED IN DEEDS OF RECORD.

SAID LAND HAS BEEN [WITHDRAW] FROM THE EFFECT AND OPERATION OF THE LAND TITLE LAW BY CERTIFICATE OF CANCELLATION AND [WITHDRAWAL] RECORDED MAY 13, 1952.



Exhibit C

## EXHIBIT C

### DEVELOPMENT AGREEMENT

(1) Tenant Work. Tenant agrees to construct on and develop the Leased Premises improvements consisting of (a) three (3) baseball fields and one (1) softball field, including seating and other appurtenances thereto and (b) at its option and sole discretion a maintenance facility to store materials and equipment in connection with the maintenance of the Leased Premises (the "Tenant Work"). If the Tenant Work includes any lighting, Tenant will endeavor to include in the lighting plans flexibility for other uses of the Leased Premises, provided it will not diminish the utility of the lighting for baseball purposes and provided the same can be done at reasonable cost. Tenant agrees to commence and accomplish the Tenant Work within a reasonable period of time after receipt of permits and governmental approvals therefor, subject to automatic extension for delays referenced in section 27.6 of the Lease. Tenant's duty to construct the Tenant Work is contingent upon receipt of all governmental approvals and permits therefor within a reasonable period of time after execution of the Lease. Tenant will have no duty to commence or complete the Tenant Work unless Landlord is also fulfilling its duties under Paragraph (6) below relating to the Landlord Work.

(2) Tenant Plans. Tenant shall furnish, as soon as reasonably possible after execution of the Lease, for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, all architectural and engineering plans (the "Tenant Plans") required for the construction of the Tenant Work as described herein and in the Lease. If Landlord in good faith reasonably objects to any aspect of the Tenant Plans, Landlord shall specify in detail such objection in a written notice to Tenant within fifteen (15) business days from receipt of the Tenant Plans. Tenant shall modify the Tenant Plans to address Landlord's written objections as aforesaid, and promptly submit revised Tenant Plans to Landlord for approval as set forth above. If Landlord fails to notify Tenant in writing of any objections within such fifteen (15) day period, Landlord shall be deemed to have approved the same. Landlord shall bear all expenses for the review of plans by Landlord and other administrative activities relating to the Tenant Work.

(3) Construction. Tenant shall also, prior to commencing the Tenant Work and from time to time, furnish to Landlord, at the times set forth below, the following:

- (a) Copies of all applicable governmental permits for the Tenant Work;
- (b) A list of contractors to be used for the Tenant Work; and
- (c) The anticipated start date of construction at least three (3) business days prior to the commencement of construction.

(4) Changes. It is understood and agreed that the Tenant Plans are subject to Landlord's review and approval within the time period set forth in Paragraph (2) above, which approval shall not be unreasonably withheld, conditioned or delayed. Subsequent to Landlord

and Tenant's approval of the Tenant Plans, any material changes desired by Tenant shall be submitted in writing to Landlord by Tenant (hereinafter referred to as "Change Orders") and shall be subject to Landlord's approval to be given within ten (10) business days after submission of the Change Orders, which approval shall not be unreasonably withheld or delayed. If Landlord fails to notify Tenant in writing of an objection within such ten (10) day period, Landlord shall be deemed to have approved the same. Tenant shall be solely responsible for any and all costs and expenses associated with Change Orders.

(5) Representatives. Prior to construction of the Tenant Work, Landlord and Tenant further agree that each will appoint an individual as their representative to act on all matters where a decision concerning any information contained in the Tenant Plans or relating to any of the Tenant Work must be made by either of them and that the representative will be available when necessary to assist and cooperate with the other party to assure timely and expeditious completion of the Tenant Work. While each party shall have the right to change its representative from time to time, such change shall only be effective upon delivery of written notice thereof to the other (in the manner provided for in the Lease), and each party agrees to have a representative at all times until all the Tenant Work is fully completed. The decisions and actions of each party's representative shall be binding upon that party.

(6) Landlord Work. Landlord agrees at its cost and expense to renovate and update at its cost all existing locker rooms, restrooms, concession facilities, classrooms, computer rooms and other facilities subject to paragraph 3 of the Shared Used Agreement located on the College Property (the foregoing is the "Landlord Work"). All of the provisions set forth in Paragraphs (1)-(4) above shall apply to the same, with the term "Tenant" to mean "Landlord," and the term "Tenant Work" to mean "Landlord Work." However, the outside date for completion of the Landlord Work shall be no later than the date of substantial completion of the Tenant Work.

## SHARED USE AGREEMENT

THIS SHARED USE AGREEMENT ("Agreement") is made as of the 31 day of July, 2003, between Compton Community College District, a community college district established pursuant to California law ("Compton"), and Major League Baseball Urban Youth Foundation, a California non-profit corporation ("Foundation") (Compton and Foundation are each a "Party" and collectively, the "Parties").

### WITNESSETH

WHEREAS, Compton owns that certain real estate located at 1111 East Artesia Boulevard, Compton, California on which it operates an institution of higher learning, which real estate is more particularly described on Exhibit A attached hereto and incorporated herein (the "College Property"); and

WHEREAS, Compton has leased to Foundation pursuant to a Ground Lease dated as of even date that certain portion of the College Property in the Leased Premises for the purposes of developing and operating baseball fields and related athletic facilities and other lawful uses in connection with Tenant's operations of a Major League Baseball youth academy (with capitalized terms used herein to have the meanings as defined in the Ground Lease); and

WHEREAS, Compton and Foundation desire to cooperate in establishing, operating, and maintaining the athletic facilities located on the Leased Premises and the shared facilities located on the College Property in order that the greatest public use for recreational activities will arise from the operation of the facilities for the benefit, education, amusement, convenience and enjoyment of the public; and

WHEREAS, pursuant to the provisions of Title I, Division 7, Chapter 5 of the California Government Code, provisions of Part 7, Chapter 10, Section 10900, et seq. of the California Education Code, and provisions of Section 81360-81382 of the California Education Code, the parties hereto may contract to achieve said purposes and are authorized to cooperate with each other in the development and execution of adequate programs of education and recreation and, in the exercise of such power, is subject to the lawful restrictions applicable to Compton; and

WHEREAS, Compton and Foundation desire to enter into this Agreement to set forth their agreement with respect to the sharing of certain facilities in connection with the Lease.

NOW, THEREFORE, in consideration of the initial covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Term.

1.1 **Initial Term.** The "Initial Term" of this Agreement is fifteen (15) years commencing on the date hereof, and the Initial Term shall expire at midnight, local time, on July 31, 2018.

**1.2 Option Terms.** If Foundation, extends the Initial Term as provided in the Lease, this Agreement shall be deemed to be extended without the execution of any further agreement or other instrument. The Initial Term and any Option Terms which have been exercised and have been in effect are sometimes collectively referred to as the "Term."

**2. Compton's Use Rights of Leased Premises.** Foundation will, upon reasonable advance notice from Compton, endeavor to make available to Compton a reasonable number of seats in a desirable location for Foundation's baseball games. Foundation also agrees that it will make available the use of the baseball and softball fields located on the Leased Premises for college baseball and softball at times designated by Foundation in its sole discretion. The procedures relating to such use by Compton, including but not limited to hours of availability and scheduling matters, priority of usage, access procedures and other logistics, shall be developed by Foundation and Compton, with each party to act reasonably in connection with the same. Compton shall also be responsible for paying for any damage to the Leased Premises caused by Compton except for matters subject to the waiver of subrogation set forth in paragraph 4.3 below. Compton shall not allow anyone other than Compton's students and opposing teams in college games and spectators for such games to use the baseball and softball fields.

**3. Foundation's Use Rights.** Compton hereby grants to Foundation the non-exclusive right to use the locker rooms, training facilities, cafeteria, clubhouse facilities, concession stands, computer rooms, classrooms, parking lots, sidewalks, restrooms and other facilities that may be beneficial for Foundation's operations as a Major League Baseball youth academy (the "College Facilities"). Such shared use of the College Facilities shall be subject to reasonable rules and regulations made by Compton and agreed to by Foundation. The procedures relating to such use by Foundation, including but not limited to hours of availability and scheduling matters, priority of usage, access procedures and other logistics, shall be developed by Foundation and Compton, with each party to act reasonably in connection with the same. Foundation shall be responsible for paying for any damage to the College Facilities caused by Foundation except for matters subject to the waiver of subrogation set forth in paragraph 4.3 below. In conjunction with Foundation's educational activities, Foundation agrees to cooperate with Compton and to consider engaging Compton in connection with such educational activities if Compton desires to participate with Foundation in conducting its youth educational programs.

#### **4. Indemnification and Insurance.**

**4.1 Indemnification.** Each Party ("Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend the other Party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to third parties, loss of life of third parties, or damage to property of third parties occurring in the College Property and on the ways immediately adjoining the College Property, caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, its agents, servants or employees, and further provided that the term "third parties" used herein shall include, without limitation, the agents,

servants, employees and invitees of a Party. The Parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.

**4.2 Liability Insurance Coverage and Limits.** Foundation and Compton each agree to maintain, and/or cause to be maintained, insurance as required under the Lease.

**4.3 Waiver of Certain Rights.** With respect to any loss or damage that may occur to the College Property (or any improvements thereon) or the respective property of the Parties therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, including negligence of the Parties, their agents, servants or employees, the Party required to carry such insurance and suffering such loss hereby releases the other Party from all claims with respect to such loss; and the Parties agree that their respective insurance companies shall have no right of subrogation against the other Party on account of any such loss, and each Party shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Party which the insurers might otherwise have under such policies.

**5. Maintenance.** Subject to the provisions set forth in paragraphs 3 and 4 above, and the terms of the Lease, each Party shall maintain its property at its cost.

**6. Assignment and Subletting.** Foundation may assign this Agreement without the prior consent of Compton to any permitted assignee or subtenant of the Lease. Otherwise, neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

**7. Foundation Default.** If Foundation defaults in the observance or performance of any covenant, condition, agreement or provision in the Lease or this Agreement and Foundation fails to remedy such default within thirty (30) days after notice thereof from Compton to Foundation specifying the nature of the default (or, in the event the default cannot be cured within such period, Foundation will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence); then, Compton may enforce the provisions of this Lease and enforce and protect the right of Compton hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

**8. Compton Default.** If one or more of the following events will happen and be continuing: Compton defaults in the observance or performance of any covenant, agreement or provision of the Lease or this Agreement and Compton fails to remedy such default within thirty (30) days after notice thereof from Foundation to Compton specifying the nature of the default or, in the event the default cannot be cured within such time period, Compton will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Compton may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Foundation's conduct of business in the Leased Premises or creates a situation of an impending peril to either property or person that a reasonable person would consider an emergency; then, in each such case, Foundation shall be

entitled to cure such default and to charge Compton for the cost thereof of curing and/or to enforce all rights and remedies at law or in equity against Compton. All rights and remedies accorded to Foundation shall be cumulative, not exclusive, with all other rights and remedies.

**8.1 Notice and Cure.** Either Party shall be deemed to be in default upon the expiration of thirty (30) days from the receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform the obligations of this Agreement unless that Party, prior to the expiration of said thirty (30) days, has cured the default specified in the notice. However, such Party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said thirty (30) day period, and such Party is using good faith and reasonable efforts to rectify the particulars.

**8.2 Performances.** The failure of a Party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The performance of each and every covenant and agreement by Compton contained in this Agreement is a condition precedent to the right to enforce this Agreement.

**8.3 Legal Remedies.** In addition to the remedies set forth in this Agreement, Compton and Foundation shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Compton or Foundation, shall exclude any other remedy herein or by law provided, but each shall be cumulative.

**9. Notices.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or registered or certified mail to Compton at Compton Community College, 1111 East Artesia Boulevard, Compton, California 90221-5393, Attention: Superintendent/President, or such other address as Compton may hereafter designate, and to Foundation at Major League Baseball Urban Youth Foundation, 245 Park Avenue, New York, New York 10167, Attention: Jimmie Lee Solomon, SVP, or other such address as Foundation may hereafter designate, and the date of receipt of any notice by registered or certified mail shall be deemed to be two (2) business days after the date of registration or certification thereof. In the case of personal delivery, the date of receipt shall be the date of actual delivery to the Leased Premises or to any other address of the Foundation specified herein or in a later written designation.

**10. Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing Party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either Party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement, or obligation of the other Party to this Agreement, then the Party so litigating shall be entitled to reasonable attorneys' fees from the other Party to this Agreement. Attorneys' fees shall include reasonable attorneys' fees on any appeal. In addition a Party entitled to reasonable attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation.

All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**11. Section Headings.** The section headings of the Lease are inserted only for reference and do not affect the terms and provisions hereon.

**12. Compliance with Laws.** During the term of this Agreement, the Parties shall promptly observe and comply with all present and future laws and ordinances applicable to their respective properties.

**13. Waiver of Jury Trial.** Compton and Foundation hereby jointly and severally waive any and all rights to trial by jury in any action or proceeding relating to this Lease and the obligations hereunder. Compton and Foundation each represents to the other that this waiver is knowingly, willingly and voluntarily given.

**14. Miscellaneous.**

**14.1 No Partnership.** It is the intention of the Parties to create the relationship of Compton and Foundation and no other relationship whatsoever, and nothing herein shall be construed to constitute the Parties hereto partners or joint venturers, or to render either Party hereto liable for any of the debts or obligations of the other Party.

**14.2 Complete Agreement.** The Lease (including the Development Agreement) and this Agreement constitute the entire agreement of the Parties. There are no oral agreements or understandings between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Compton and Foundation concerning this Agreement and none thereof shall be used to interpret or construe this Agreement. This Agreement cannot be changed or terminated orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

**14.3 No Waiver.** The failure of either Party hereto to insist upon strict performance of any of the terms, provisions, conditions or covenants herein shall not be deemed a waiver of any subsequent or continuing breach of the terms, provisions, conditions or covenants herein contained. The receipt by either Party from the other of any payment, or the acceptance of performance of anything required by this Agreement to be performed, with knowledge of the breach of a term, provision, condition or covenant of this Agreement, shall not be deemed a waiver of such breach.

**14.4 Covenants Running with the Land.** Each provision hereof shall be deemed both a covenant and a condition and shall run with the land comprising the College Property.

**14.5 Successors and Assigns.** This Agreement and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the Parties hereto.




14.6 Force Majeure. If Compton or Foundation is delayed or prevented from performing any of their respective obligations during the Term because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, casualty or reasons of a like nature not the fault of the Party delayed in the performance of such obligation, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting Party shall not be liable for losses or damages caused by such delays; provided, however, this paragraph shall not apply to the payment of any sums of money required to be paid by Foundation or Compton hereunder.

14.7 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

EXECUTED as of the date first above written.

**FOUNDATION:**

Major League Baseball Urban Youth Foundation, a California non-profit corporation

By:   
Name: Jimmie Lee Solomon  
Title: Vice President

**COMPTON:**

Compton Community College District, a community college district established pursuant to California law

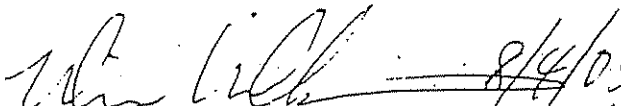
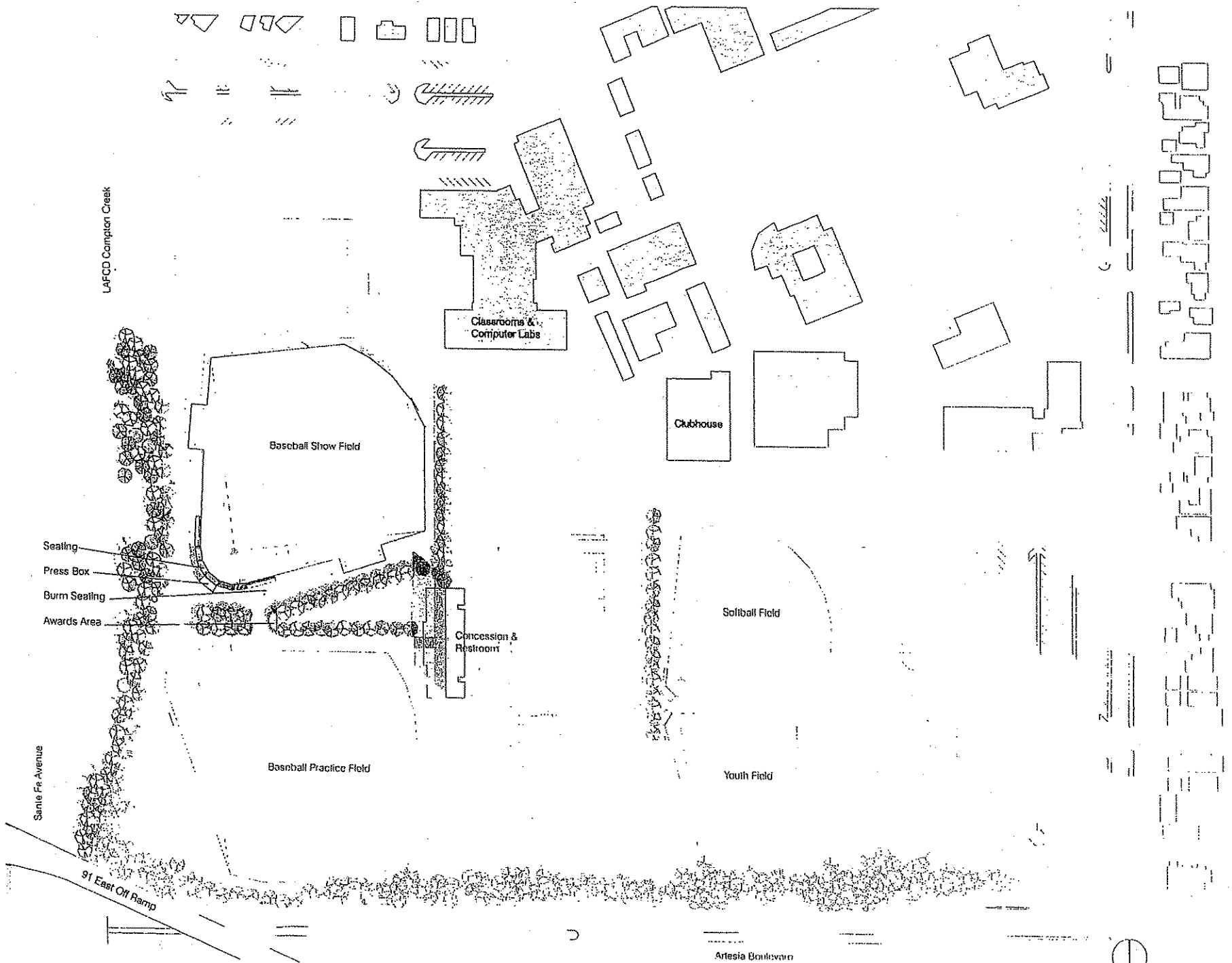
By:  8/4/03  
Name: \_\_\_\_\_  
Title: Superintendent/President

Exhibit B



MLB Urban Youth Academy at Compton Community College  
 Compton, California



GouldEvans

## Exhibit A

## LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

### PARCEL I:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 1, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 9, NORTH 89° 54' COLT EAST 398.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 398.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE NORTH 1029.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 54' 00" WEST 398.52 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTH 1029.68 FEET TO THE POINT OF BEGINNING.

### PARCEL II:

THOSE PORTIONS OF LOTS 1, 4, 5 AND 6 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER, WITH A LINE THAT IS PARALLEL WITH AND DISTANT 448.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY PROLONGATION NORTH 89° 54' 00" EAST 405.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 250.00 FEET WESTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF TRACT NO. 6603, AS SHOWN ON MAP RECORDED IN BOOK 70 PAGE 82 ET SEQ., OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG LAST MENTIONED PARALLEL LINE NORTH 0° 02' 10" EAST 1029.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 54' 00" WEST 405.00 FEET TO A LINE THAT IS PARALLEL WITH SAID WESTERLY LINE OF LOT 1 AND PASSES THROUGH THE POINT OF BEGINNING, THENCE SOUTH 1029.68 FEET TO THE POINT OF BEGINNING.

### PARCEL III:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 29 PAGE 49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 1, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524, ET. SEQ., MISCELLANEOUS RECORDS IN THE OFFICE OF SAID RECORDER; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 9 NORTH 89° 54' 00" EAST 398.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 398.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE SOUTH 182.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 452.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 07' 43" A DISTANCE OF 656.78 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 631.75 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

THOSE PORTIONS OF LOTS 1, 2 AND 4 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 29 PAGE 49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF THE HELLMAN TRACT AS SHOWN ON MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER WITH A LINE THAT IS PARALLEL WITH AND DISTANT 448.52 FEET EASTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE SOUTH 182.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 502.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 48' 53" A DISTANCE OF 735.34 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY LINE SOUTH 637.93 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF SAID LOT 2 NORTH 89° 54' 00" EAST 853.52 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 250.00 FEET WESTERLY AT RIGHT ANGLES FROM THE WESTERLY LINE OF TRACT NO. 6603, AS SHOWN ON MAP RECORDED IN BOOK 70 PAGE 82 ET SEQ., OF MAPS, IN THE OFFICE OF SAID RECORDER, AND THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG LAST MENTIONED PARALLEL LINE NORTH 0° 02' 10" EAST 1320.00 FEET TO SAID EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9; THENCE SOUTH 89° 54' 00" WEST 405.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHERLY 38.5 FEET THEREOF.

SAID PARCELS 1 THRU 4 ARE REGISTERED UNDER THE LAND TITLE LAW.

PARCEL V:

THAT PORTION OF LOT 1 OF THE JOHN TAYLOR TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF THE HELLMAN TRACT, AS PER MAP RECORDED IN BOOK 2 PAGE 524 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 448.52 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 182.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 502.68 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE

THROUGH A CENTRAL ANGLE OF  $83^{\circ} 48' 53''$ , A DISTANCE OF 735.34 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH ALONG SAID WESTERLY LINE 50.32 FEET TO A POINT IN A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 452.68 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT NORTHWESTERLY 50 FEET, MEASURED RADIALLY FROM THE CURVE HEREINBEFORE MENTIONED AS HAVING A RADIUS OF 502.68 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 452.68 FEET THROUGH A CENTRAL ANGLE OF  $83^{\circ} 07' 43''$ , A DISTANCE OF 656.78 FEET TO ITS POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT EASTERLY 398.52 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF LOT 1; THENCE NORTH ALONG SAID LAST MENTIONED PARALLEL LINE 1212.00 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH  $89^{\circ} 54'$  WEST 50 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE OF LOT 1 WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 1029.68 FEET TO THE POINT OF BEGINNING.

SAID LAND IS REGISTERED UNDER THE LAND TITLE LAW.

EXCEPT THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OF SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE REGISTRAR OF TITLES.

PARCEL VI:

THOSE PORTIONS OF LOTS 2, 4, 5, AND 6 OF THE JOHN TAYLOR TRACT, PARTLY IN THE CITY OF LONG BEACH, AND PARTLY IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 2, WITH A LINE PARALLEL WITH AND DISTANT WESTERLY 250 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE, AND ITS SOUTHERLY PROLONGATION, OF TRACT NO. 6603, AS PER MAP RECORDED IN BOOK 70 PAGES 82 AND 83 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH  $89^{\circ} 54'$  EAST 250 FEET TO THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE; THENCE ALONG SAID SOUTHERLY PROLONGATION TO AND ALONG THE WESTERLY LINE OF SAID TRACT NO. 6603; NORTH  $0^{\circ} 02' 10''$  EAST 2349.68 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, FILED AS DOCUMENT NO. 156591 UNDER CERTIFICATE OF TITLE NO. FI-53077, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE SOUTH  $89^{\circ} 54'$  WEST 250 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 250 FEET MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF TRACT NO. 6603; THENCE SOUTH  $0^{\circ} 02' 10''$  WEST 2349.68 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 38.5 FEET THEREOF.

SAID LAND IS REGISTERED UNDER THE LAND TITLE LAW.

EXCEPTING THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE COUNTY REGISTRAR OF TITLES.

PARCEL VII:

THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 54' EAST 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST 635.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 94' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 502.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.27 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 0° 06' WEST 50.32 FEET TO A POINT IN A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 452.68 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT NORTHERLY 50 FEET, MEASURED RADIALLY FROM THE CURVE HEREINBEFORE MENTIONED AS HAVING A RADIUS OF 502.68 FEET, SAID POINT BEING ALSO SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 3 OF THE DEED TO HARVEY MACHINE CO., INC., RECORDED ON DECEMBER 31, 1946, AS INSTRUMENT NO. 1870, IN BOOK 23998 PAGE 249, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 452.68 FEET, A DISTANCE OF 54.29 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND, AS DESCRIBED IN SAID PARCEL 3, AND ITS WESTERLY PROLONGATION, SOUTH 89° 54' WEST 768.70 FEET, MORE OR LESS, TO A LINE BEARING SOUTH 7° 24' 45" EAST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST 605.06 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE ALONG SAID LINE OF BEARING SOUTH 7° 24' 45" EAST 50.41 FEET TO A LINE BEARING SOUTH 89° 54' EAST WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 54' EAST 95.07 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, AS PER MAP RECORDED IN BOOK 2 PAGES 524 AND 525 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:



BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST THEREON 655.47 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, NORTH 89° 54' 54" EAST 154.98 FEET; THENCE SOUTH 3° 19' 05" EAST 591.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 950 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 19° 30' 06" A DISTANCE OF 323.36 FEET; THENCE TANGENT TO SAID CURVE SOUTH 16° 11' 03" WEST 86.15 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 50 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF PARCEL 1 OF THE LAND DESCRIBED IN THE DEED TO COMPTON JUNIOR COLLEGE DISTRICT, RECORDED IN BOOK 35436 PAGE 25 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID PARALLEL LINE AND ITS NORTHWESTERLY PROLONGATION, NORTH 7° 24' 45" EAST, 1001.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET OF ABOVE DESCRIBED LAND MEASURED AT RIGHT ANGLES FROM SAID NORTHERLY LINE OF LOT 9.

EXCEPTING ALSO THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING FIRST PARTY, ITS SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, TO COMPTON JUNIOR COLLEGE DISTRICT OF LOS ANGELES COUNTY, REGISTERED NOVEMBER 5, 1951, IN THE OFFICE OF THE REGISTRAR OF TITLES.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 30, 1952 AS INSTRUMENT NO. 2572.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1969 AS INSTRUMENT NO. 490.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE FINAL JUDGMENT IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, REGISTERED MAY 20, 1952 AS DOCUMENT NO. 9139-U AS CERTIFICATE NO. IAL-112589-92.

#### PARCEL VIII:

THAT PORTION OF LOT 3 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT WESTERLY 278.71 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, WESTERLY 109.93 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT; NORTHERLY 224.87 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 224.87 FEET OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, EASTERLY 109.82 FEET TO A LINE THAT IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT WHICH PASSES THROUGH THE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE, SOUTHERLY 224.87 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 38.50 FEET AND NORTHERLY 50 FEET THEREOF.

ALSO EXCEPT THEREFROM THE INTEREST IN AN UNDIVIDED 5 PER CENT INTEREST OF ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS CONTAINED IN SAID LAND WHICH WAS RESERVED BY HAROLD A. OLSEN, IN DEED REGISTERED MARCH 26, 1946, AS DOCUMENT NO. 6643-0, ENTERED ON CERTIFICATE NO. QT-37177.

SAID LAND WAS WITHDRAWN FROM THE EFFECT AND OPERATION OF THE LAND TITLE LAW, BY CERTIFICATE OF CANCELLATION AND WITHDRAWAL, RECORDED FEBRUARY 7, 1951, IN BOOK 35515 PAGE 247, OFFICIAL RECORDS.

PARCEL IX:

THAT PORTION OF LOT 9, HELLMAN TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST 685.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 54' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 452.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.29 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS; THENCE NORTH 0° 06' WEST ALONG SAID EASTERLY LINE, 631.75 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 89° 54' WEST ALONG THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 721.38 FEET TO A POINT IN A LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING, AND BEARING NORTH 0° 06' WEST THEREFROM; THENCE SOUTH 0° 06' EAST 635.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THE INTEREST IN ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND THE PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, TOGETHER WITH THE RIGHT TO ENTER UPON AND USE THE SUBSURFACE OF SAID LAND TO PROSPECT FOR AND TO DRILL, BORE, RECOVER AND REMOVE THE SAME WHICH WAS EXCEPTED AND RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED DECEMBER 31, 1946 IN BOOK 23998 PAGE 249 OF OFFICIAL RECORDS, WHICH PROVIDES, IN PART, THAT THE FIRST PARTY SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 30, 1952 AS INSTRUMENT NO. 2572.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1969 AS INSTRUMENT NO. 490.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE FINAL JUDGEMENT IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, REGISTERED MAY 20, 1952 AS DOCUMENT NO. 9139-U AS CERTIFICATE NO. IAL-112589-92.

PARCEL X:

THAT PORTION OF LOT 9 OF THE HELLMAN TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 524 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 9, DISTANT NORTH 89° 54' EAST, THEREON 617.76 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 0° 06' WEST, 635.00 FEET; THENCE NORTH 89° 54' EAST 667.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 502.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.27 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 9, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 1 OF THE JOHN TAYLOR TRACT, AS PER MAP RECORDED IN BOOK 29 PAGE 49 OF MISCELLANEOUS RECORDS; THENCE SOUTH 0° 06' EAST 637.93 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 89° 54' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 721.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE INTEREST IN ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND THE PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, TOGETHER WITH THE RIGHT TO ENTER UPON AND USE THE SUBSURFACE OF SAID LAND TO PROSPECT TO FOR AND TO DRILL ,BORE, RECOVER AND REMOVE THE SAME WHICH WAS EXCEPTED AND RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED DECEMBER 31, 1946 IN BOOK 23998 PAGE 249 OF OFFICIAL RECORDS, WHICH PROVIDES, IN PART, THAT THE FIRST PARTY SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS.

PARCEL XI:

A PORTION OF LOT X OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 524 AND 525 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE AT THE SOUTHEASTERLY CORNER OF LOT X; THENCE SOUTH 89° 46' 50" WEST ALONG THE SOUTHERLY LINE OF SAID LOT X, A DISTANCE OF 602.03 FEET, MORE OR LESS, TO A ? INCH PIPE IN THE EASTERLY LINE OF THE LOS ANGELES COUNTY FLOOD CONTROL RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE 140.22 FEET, MORE OR LESS, TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY AT RIGHT ANGLE 140.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT X; THENCE NORTH 89° 46' 50" EAST ALONG SAID PARALLEL LINE TO A POINT IN THE EASTERLY LINE OF SAID LOT X; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY AS PROVIDED IN DEEDS OF RECORD.

SAID LAND HAS BEEN [WITHDRAW] FROM THE EFFECT AND OPERATION OF THE LAND TITLE LAW BY CERTIFICATE OF CANCELLATION AND [WITHDRAWAL] RECORDED MAY 13, 1952.

AMENDMENT TO GROUND LEASE

THIS AMENDMENT TO GROUND LEASE (this "Amendment"), dated this 27<sup>th</sup> day of January, 2005, by and between Compton Community College District, a community college district established pursuant to California law ("Landlord"), with an address of 1111 East Artesia Boulevard, Compton, California 90221-5393, Attention: Superintendent/President, and Major League Baseball Urban Youth Foundation, a California non-profit corporation ("Tenant"), with an address of 245 Park Avenue, New York, New York 10167, Attention: Jimmie Lee Solomon, SVP.

WITNESSETH:

WHEREAS, Landlord is Compton Community College District, which acquired title in fee simple as Compton Junior College District and Compton Junior College District of Los Angeles, to that certain tract of land (hereinafter referred to as the "Premises"), located at 1114 East Artesia Boulevard, in the City of Compton, County of Los Angeles, State of California; and

WHEREAS, Landlord has entered into that certain Ground Lease dated July, 2003 (the "Lease"), with Tenant, for the Premises.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease is amended as follow:

(1) Purchase of Fields. Landlord shall have the right to purchase the improvements for each of the two (2) fields known as the softball field (the "Softball Field") and youth field (the "Youth Field") (as depicted on Exhibit A attached hereto, which is hereby incorporated herein) (the Softball Field and Youth Field are collectively the "Fields" and singularly a "Field"). Such purchase shall be made anytime following the commencement of the construction of the fields. The construction of the fields is contemplated to be finished by June 1, 2005. The purchase price shall be equal to all hard and soft costs relating to the construction of the Fields, which shall be in the amount of not less than One Million Nine Hundred Six Thousand Five Hundred Sixty One and 40/100 Dollars (\$1,906,561.40). The option by Tenant to have Landlord purchase the Fields may be exercised by Tenant as to each Field, and the price shall be allocated between the Fields as follows:

Softball Field	\$1,257,820.07
Youth Field	\$ 648,741.33

Such payment shall be made within a thirty (30) day period (with respect to the Softball Field) and within a one (1) year period (with respect to the Youth Field). Such time periods will begin to run when Tenant sends notice to Landlord that the Softball Field or Youth Field, as the case may be, has been substantially completed. Tenant shall have the right to continue to use the Softball Field and Youth Field as provided in the Lease, and the same shall continue to be a part of the Premises. As provided in the Lease and in the Shared Use Agreement, dated as of the date

of the Lease, Tenant shall have priority in the use of the Premises (including the Fields) during the term of the Lease.

(2) Educational Programs. Landlord and Tenant agree that the provisions in Paragraph 1 of the Lease are modified to provide that the Educational Component (as defined in the Lease) shall be in the control of Landlord, except the portion of the Educational Component relating to baseball career development shall be in the sole control of Tenant. As used herein, baseball career development includes but is not limited to coaching, team management, umpiring, scouting and grounds keeping. Landlord and Tenant will continue to work together in a cooperative effort with respect to the Educational Component.

(3) Landlord's Work. As used in the Lease and the Development Agreement dated as of the same date as the Lease, the term "Landlord Work" shall mean renovating the concession stands and restroom facilities only. In addition, Landlord shall be responsible for providing parking lots and spaces as required by all laws, rules and ordinances, including but not limited to requirements of the State of California Division of State Architects.

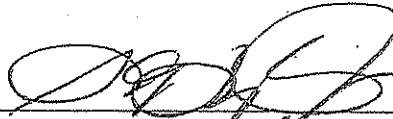
(4) Entire Agreement. Except as amended herein, the Lease, that certain Shared Use Agreement, dated as of the date of the Lease, and other agreements between Landlord and Tenant shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the day, month and year first above written.

LANDLORD:

COMPTON COMMUNITY COLLEGE  
DISTRICT, Which Acquired Title as Compton  
Junior College District and Compton Junior  
College District of Los Angeles

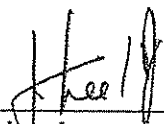
By:

  
Name Printed: ARTHUR Q. TYLER  
Title: SPECIAL TRUSTEE

TENANT:

MAJOR LEAGUE BASEBALL YOUTH  
FOUNDATION

By:

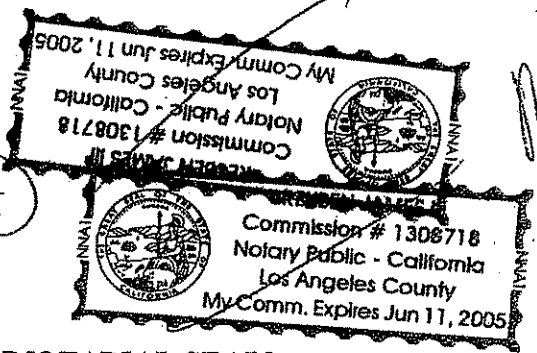
  
Name Printed: JIMMIE LEE SOLOMON  
Title: vice president

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF )

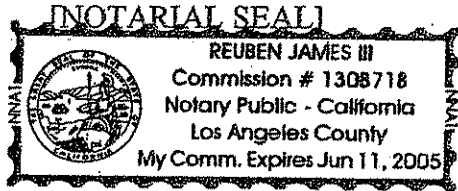
On January 21, 2005, before me, Reuben James, personally appeared Arthur Q. Tyler, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Name: Reuben James III (Reuben James III)  
Notary Public, State of California  
My Commission: June 11, 2005



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )



Personally came before me this 21<sup>st</sup> day of January, 2005, the above-named Jimmie Lee Solomon, to me known to be the Vice President of Major League Baseball Urban Youth Foundation, who executed the foregoing document on behalf of such non-profit corporation and acknowledged the same.

Name: Cathy S. Davis  
Notary Public, State of New York  
My Commission: March 30, 2007

[NOTARIAL SEAL]

CATHY S. DAVIS  
Notary Public, State Of New York  
No. 3-01DA4832149  
Qualified in New York County  
Commission Expires ~~June 21, 2007~~  
March 30, 2007

Recording Requested by and After Recording Return to Patrick M. Zabrowski of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

**TEC Constructors, Inc.**  
**MLB Urban Youth Academy Project**  
**Compton, CA**

**Softball Field Cost Summary - ROUGH ORDER OF MAGNITUDE ONLY**

Softball Field Costs	Softball Field Total	(Costs include mark up)
Cost of Field	\$ 217,320.84	
Cost of Site Development (15% of total site costs)	\$ 385,974.43	
Cost of New Demo (80% of total demo cost)	\$ 262,256.00	
Additional Costs for Relocation (80% of total costs)	\$ 342,268.80	
Soft costs - architectural fees; DSA fees; consulting fees	\$ 50,000.00	
<b>Softball Field Total</b>	<b>\$ 1,257,820.07</b>	

**Softball Field Cost Inclusions**

Cost of Field

- 1) Root Zone mix & sand import
- 2) Field Accessories: bases, benches, fencing
- 3) Irrigation
- 4) Sod

Cost of Site Development (15% of total site costs)

- 1) Clearing & Grubbing; Grading
- 2) Underground Utilities: storm drain, sewer, water, electrical
- 3) Site concrete: fine grading & excavation, rebar, concrete
- 4) Site steel and finishes

Cost of New Demo (80% of total demo cost)

- 1) Removal of existing basketball & tennis courts
- 2) Removal of parking lot light poles
- 3) Electrical & plumbing terminations

Additional Costs for Relocation (80% of total costs)

- 1) Additional underground storm drainage requirements
- 2) Additional accessibility requirements (new fencing, gates, walkways)
- 3) Additional landscaping
- 4) Relocation of existing overhead power lines
- 5) Relocation of existing water main valves
- 6) New site access (\$11,980.00)
- 7) Trees removal (\$6,032)
- 8) Additional Security Conduit (\$3,016)
- 9) Additional Drain (\$1,206)

**TEC Constructors, Inc.**  
**MLB Urban Youth Academy Project**  
**Compton, CA**

**Youth Field Cost Summary - ROUGH ORDER OF MAGNITUDE ONLY**

Youth Field	Youth Field Total (Costs include mark up)
Cost of Field	\$ 190,293.84
Cost of Site Development (10% of total site costs)	\$ 257,316.29
Cost of New Demo (20% of total demo cost)	\$ 65,564.00
Additional Costs for Relocation (20% of total costs)	\$ 85,567.20
Soft costs - architectural fees; DSA fees; consulting fees	\$ 50,000.00
<b>Youth Field Total</b>	<b>\$ 648,741.33</b>

**Youth Field Cost Inclusions**

Cost of Field

- 1) Root Zone mix & sand import
- 2) Field Accessories: bases, benches, fencing
- 3) Irrigation
- 4) Sod

Cost of Site Development (10% of total site costs)

- 1) Clearing & Grubbing; Grading
- 2) Underground Utilities: storm drain, sewer, water, electrical
- 3) Site concrete: fine grading & excavation, rebar, concrete
- 4) Site steel and finishes

Cost of New Demo (20% of total demo cost)

- 1) Removal of existing basketball & tennis courts
- 2) Removal of parking lot light poles
- 3) Electrical & plumbing terminations

Additional Costs for Relocation (20% of total costs)

- 1) Additional underground storm drainage requirements
- 2) Additional accessibility requirements (new fencing, gates, walkways)
- 3) Additional landscaping
- 4) Relocation of existing overhead power lines
- 5) Relocation of existing water main valves
- 6) New site access (\$11,980.00)
- 7) Trees removal (\$6,032)
- 8) Additional Security Conduit (\$3,016)
- 9) Additional Drain (\$1,206)



MLB

AMENDMENT TO GROUND LEASE

THIS AMENDMENT TO GROUND LEASE (this "Amendment"), dated this 27<sup>th</sup> day of January, 2005, by and between Compton Community College District, a community college district established pursuant to California law ("Landlord"), with an address of 1111 East Artesia Boulevard, Compton, California 90221-5393, Attention: Superintendent/President, and Major League Baseball Urban Youth Foundation, a California non-profit corporation ("Tenant"), with an address of 245 Park Avenue, New York, New York 10167, Attention: Jimmie Lee Solomon, SVP.

WITNESSETH:

WHEREAS, Landlord is Compton Community College District, which acquired title in fee simple as Compton Junior College District and Compton Junior College District of Los Angeles, to that certain tract of land (hereinafter referred to as the "Premises"), located at 1114 East Artesia Boulevard, in the City of Compton, County of Los Angeles, State of California; and

WHEREAS, Landlord has entered into that certain Ground Lease dated July, 2003 (the "Lease"), with Tenant, for the Premises.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease is amended as follow:

(1) Purchase of Fields. Landlord shall have the right to purchase the improvements for each of the two (2) fields known as the softball field (the "Softball Field") and youth field (the "Youth Field") (as depicted on Exhibit A attached hereto, which is hereby incorporated herein) (the Softball Field and Youth Field are collectively the "Fields" and singularly a "Field"). Such purchase shall be made anytime following the commencement of the construction of the fields. The construction of the fields is contemplated to be finished by June 1, 2005. The purchase price shall be equal to all hard and soft costs relating to the construction of the Fields, which shall be in the amount of not less than One Million Nine Hundred Six Thousand Five Hundred Sixty One and 40/100 Dollars (\$1,906,561.40). The option by Tenant to have Landlord purchase the Fields may be exercised by Tenant as to each Field, and the price shall be allocated between the Fields as follows:

ION #	Softball Field	\$1,257,820.07
YOUTH #	Youth Field	\$ 648,741.33
		628,910.00

Each payment shall be made within a thirty (30) day period (with respect to the Softball Field) and within a one (1) year period (with respect to the Youth Field). Such time periods will begin to run when Tenant sends notice to Landlord that the Softball Field or Youth Field, as the case may be, has been substantially completed. Tenant shall have the right to continue to use the Softball Field and Youth Field as provided in the Lease, and the same shall continue to be a part of the Premises. As provided in the Lease and in the Shared Use Agreement, dated as of the date

of the Lease, Tenant shall have priority in the use of the Premises (including the Fields) during the term of the Lease.

(2) Educational Programs. Landlord and Tenant agree that the provisions in Paragraph 1 of the Lease are modified to provide that the Educational Component (as defined in the Lease) shall be in the control of Landlord, except the portion of the Educational Component relating to baseball career development shall be in the sole control of Tenant. As used herein, baseball career development includes but is not limited to coaching, team management, umpiring, scouting and grounds keeping. Landlord and Tenant will continue to work together in a cooperative effort with respect to the Educational Component.

(3) Landlord's Work. As used in the Lease and the Development Agreement dated as of the same date as the Lease, the term "Landlord Work" shall mean renovating the concession stands and restroom facilities only. In addition, Landlord shall be responsible for providing parking lots and spaces as required by all laws, rules and ordinances, including but not limited to requirements of the State of California Division of State Architects.

(4) Entire Agreement. Except as amended herein, the Lease, that certain Shared Use Agreement, dated as of the date of the Lease, and other agreements between Landlord and Tenant shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the day, month and year first above written.

LANDLORD:

COMPTON COMMUNITY COLLEGE  
DISTRICT, Which Acquired Title as Compton  
Junior College District and Compton Junior  
College District of Los Angeles

By: 

Name Printed: ARTHUR D. TYLER

Title: SPECIAL TRUSTEE

TENANT:

MAJOR LEAGUE BASEBALL YOUTH  
FOUNDATION

By: 

Name Printed: JIMMIE LEE SOLOMON

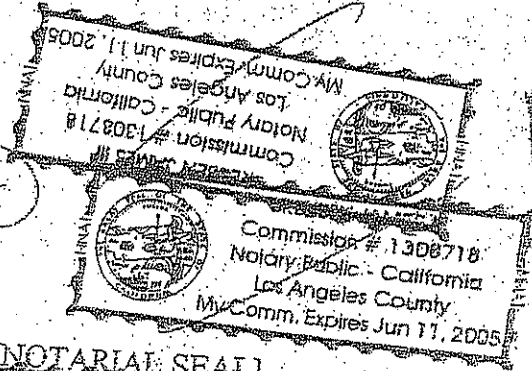
Title: Vice President

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF )

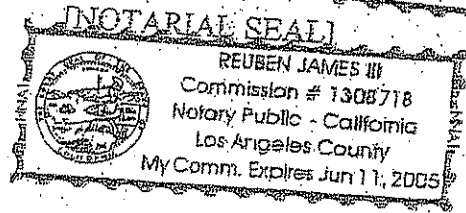
On January 21, 2005, before me, Reuben James, personally appeared Arthur G. Tyler, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Name: Reuben James III  
Notary Public, State of California  
My Commission: June 11, 2005



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )



Personally came before me this 21<sup>st</sup> day of January, 2005, the above-named Jimmie Lee Solomon, to me known to be the Vice President of Major League Baseball Urban Youth Foundation, who executed the foregoing document on behalf of such non-profit corporation and acknowledged the same.

Name: Cathy S. Davis  
Notary Public, State of New York  
My Commission: March 30, 2007

[NOTARIAL SEAL]

CATHY S. DAVIS  
Notary Public, State Of New York  
No. 3-01DA4832149  
Qualified In New York County  
Commission Expires June 27, 2007  
March 30, 2007

**TEC Constructors, Inc.**  
**MLB Urban Youth Academy Project**  
**Compton, CA**

**Softball Field Cost Summary - ROUGH ORDER OF MAGNITUDE ONLY**

Softball Field Costs:	Softball Field Total	(Costs include mark up)
Cost of Field		
Cost of Site Development (15% of total site costs)	\$ 217,320.84	
Cost of New Demo (80% of total demo cost)	\$ 385,974.43	
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	\$ 50,000.00	
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- 4) Sod

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- 4) Relocation of existing overhead power lines
- 5) Relocation of existing water main valves
- 6) New site access (\$11,980.00)
- 7) Trees removal (\$6,032)
- 8) Additional Security Conduit (\$3,016)
- 9) Additional Drain (\$1,206)

COPY

04 AUG 18 AM 10:40

Office of the Commissioner  
MAJOR LEAGUE BASEBALL



August 18, 2004

Via Express Courier

Mr. Ulis C. Williams  
Superintendent-President  
Compton Community College  
1111 East Artesia Boulevard  
Compton, California 90221-5393

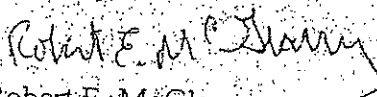
Re: Amendment

Mr. Williams:

Enclosed for your records please find a copy of the Amendment to the Memorandum of Ground Lease between Compton Community College District and Major League Baseball Urban Youth Foundation.

If you should have any questions, please contact me at 212-931-7860.

Sincerely,

  
Robert E. McGarry  
Counsel

Enclosures

cc: Jimmie Lee Solomon  
Thomas J. Ostertag, Esq.  
Ronald Chatman  
Ronald Wilson, Esq.  
Mee Lee  
Patrick M. Zabrowski, Esq.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Patrick M. Zabrowski, Esq.  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5306

(Space Above For Recorder's Use)

**AMENDMENT TO MEMORANDUM OF GROUND LEASE**

THIS AMENDMENT TO MEMORANDUM OF GROUND LEASE (this "Amendment"), dated this 29<sup>th</sup> day of July, 2004, by and between Compton Community College District, a community college district established pursuant to California law (hereinafter referred to as "Landlord"), with an address of 1111 East Artesia Boulevard, Compton, California 90221-5393, Attention: Superintendent/President, and Major League Baseball Urban Youth Foundation, a California non-profit corporation (hereinafter referred to as "Tenant"), with an address of 245 Park Avenue, New York, New York 10167, Attention: Jimmie Lee Solomon, SVP.

**WITNESSETH:**

WHEREAS, Landlord is Compton Community College District, which acquired title in fee simple as Compton Junior College District and Compton Junior College District of Los Angeles, to that certain tract of land more particularly described in EXHIBIT A, which is attached hereto and hereby incorporated herein (hereinafter referred to as the "Premises"), located at 1111 East Artesia Boulevard, in the City of Compton, County of Los Angeles, State of California; and

WHEREAS, Landlord has entered into that certain Ground Lease dated July, 2003 (the "Lease"), with Tenant, for the Premises, which Lease is for a term of fifteen (15) years ending July 31, 2018, which Lease provides that Tenant has the right and option to extend the Lease for two (2) additional terms of five (5) years each; and

WHEREAS, Tenant has been granted a right of first refusal with respect to third party offers to purchase the Premises; and

WHEREAS, Landlord and Tenant desire to execute this Amendment to clarify the name of the Landlord in the Ground Lease and to give public record notice of the Lease and Tenant's rights in and to the Premises.

NOW, THEREFORE, this Amendment is hereby executed for the purpose of recording in the office of the County Recorder for Los Angeles County, California, in order to give public record notice of the Lease and all rights granted to Tenant therein relating to the Premises, including, but not limited to, the right of first refusal granted therein. The provisions of this Amendment do not in any way change or affect the terms, covenants and conditions of the

Lease, all of which terms, covenants and conditions shall remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the day, month and year first above written.

LANDLORD:

COMPTON COMMUNITY COLLEGE  
DISTRICT, Which Acquired Title as Compton  
Junior College District and Compton Junior  
College District of Los Angeles.

By: 

Name Printed: Ullis Williams

Title: President / Superintendent

TENANT:

MAJOR LEAGUE BASEBALL YOUTH  
FOUNDATION

By: 

Name Printed: Jimmie Lee Solomon

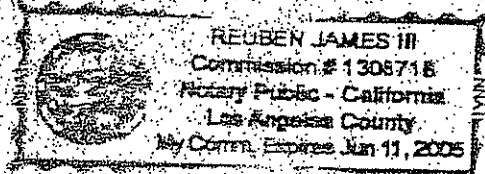
Title: Vice President

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF Los Angeles )

On July 29<sup>th</sup>, 2004, before me, Reuben James III, personally appeared Ulis Williams, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Name: [Signature]  
Notary Public, State of California  
My Commission: 1308718 Exp. 06-11-05



[NOTARIAL SEAL]

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

Personally came before me this 17<sup>th</sup> day of August, 2004, the above-named Jamie Lee Salmon, to me known to be the VICE PRESIDENT of Major League Baseball Urban Youth Foundation, who executed the foregoing document on behalf of such non-profit corporation and acknowledged the same.

Name: [Signature]  
Notary Public, State of New York  
My Commission: \_\_\_\_\_

EDMUND C. BURNS  
Notary Public, State of New York  
No. 02BU5027654  
Qualified in New York County  
Commission Expires May 16, 2006

[NOTARIAL SEAL]

Recording Requested by and After Recording Return to Patrick M. Zabrowski of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.