# SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between the Los Angeles Community College District ("District") and Asylum Productions, Inc., a California corporation ("Asylum"), Robert McBroom and Cathy McBroom (collectively the "Asylum Parties"). The District and Asylum are sometimes referred to collectively here as "the Parties."

## RECITALS

WHEREAS, the District owns approximately 18 acres of agricultural land located at 20800 Victory Boulevard in the City of Woodland Hills, California ("Premises"), which is part of the Los Angeles Pierce College ("Pierce") campus.

WHEREAS, Asylum has occupied the Premises under various lease agreements for approximately nine years;

WHEREAS, in 2012, the District issued a request for proposals/public bid process (RFP) seeking applicants for a joint occupancy lease for development and operation of a farming and crop enterprise, farm market and agricultural entertainment venues on the Premises;

WHEREAS, Asylum submitted a response to the RFP, seeking a long-term lease agreement with the District for the Premises;

WHEREAS, Asylum agreed in writing to lease the Premises from the District ("Lease Agreement") to allow Asylum's existing farm related activities to be maintained while the Parties engaged in negotiations for a potential Joint Occupancy Agreement for the Premises;

WHEREAS, the term of the Lease Agreement, dated May 22, 2012, is from January 1, 2012 to December 31, 2012 ("Lease Term"),

WHEREAS, the rent due from Asylum to the District for the Lease Term under the Lease Agreement is the sum of $6,329.00;

WHEREAS, the Lease Agreement provides that it can only be amended, if in writing, signed by the Parties, and approved by the District's Board of Trustees;

WHEREAS, the Lease Term expired and Asylum remained in possession of the Premises without a written lease agreement;

WHEREAS, the Parties did not amend or otherwise extend the terms of the Lease Agreement in writing, or enter into any further lease agreement following the expiration of the Lease Term of the Lease Agreement;

WHEREAS, the District and Asylum failed to agree on terms of a Joint Occupancy Agreement;

WHEREAS, due to significant budget constraints, the District and College can no longer financially support an entertainment venue on the Premises and desire to return the Premises to education use supporting Pierce's mission;

WHEREAS, on or about June 25, 2013, the District served Asylum with a 30-Day Notice to vacate the Premises ("30-Day Notice"), which also notified Asylum that the RFP is formally cancelled;

WHEREAS, Asylum erected a sign, gateway, and fencing along Olympic drive, without District approval;

WHEREAS, Asylum failed to vacate the Premises within the time set by the 30-Day Notice;

WHEREAS, on or about September 27, 2013, the District filed an unlawful detainer action against Asylum in the Los Angeles Superior Court, entitled Los Angeles Community College District v. Asylum Productions, Inc. and Does 1-25 inclusive, Case No. SC121410 (the "Action");

WHEREAS, Asylum disputes the District's right to evict it from the Premises pursuant to the Action;

WHEREAS, the District has not served the complaint in the action on Asylum, and agreed to participate in a mediation with Asylum in an attempt to reach an amicable resolution of the matter, whereby Asylum will voluntarily relocate from the Premises;

WHEREAS, in order to afford Asylum the opportunity to wind-down its business operations, explore relocation options, and remove/liquidate Asylum-owned furniture, fixtures, equipment, inventory and improvements on the Premises, Asylum desires to continue its business operations on the Premises for the 2014 calendar year and have until April 15, 2015, to remove all Asylum-owned property from the Premises;

WHEREAS, the Parties now desire to resolve and settle once and for all time all of the present and past controversies, claims, causes of action or purported causes of action, differences or disputes, both real and potential between them with respect to the matters described in this Agreement, including all of the causes of action that have or could have been stated by each of them in the Action.

## SETTLEMENT AND RELEASE

1. The District and Asylum agree that Asylum may remain in possession of the Premises through Noon on April 15, 2015 ("Vacate Date") under the terms of the Lease Agreement attached hereto as Exhibit A to allow Asylum time to wind down its operations on the Premises and to liquidate or remove all Asylum-owned furniture, fixture, equipment, and inventory prior to the agreed Vacate Date. The Parties acknowledge and agree that no extensions of the Vacate Date shall be permitted.

a. The Parties agree that Asylum shall be entitled to continue its current business operations on the Premises until December 26, 2014 ("Business Cessation Date"). The Parties agree that this additional period of permitted business operations on the Premises is being granted by the District to solely give Asylum time to wind down its business operations on the Premises, not for Asylum to undertake any new or different business operation or events on the Premises. Accordingly, Asylum agrees that it shall only hold the business operations and events that are enumerated at Section 1.7 of the attached Lease Agreement, all of which shall terminate before the Business Cessation Date. Any events or operations not enumerated on the attached list, and/or which are not terminated prior to the Business Cessation Date, are not permitted and shall be considered a material breach of this Agreement and the attached Lease Agreement. The Parties acknowledge and agree that no extensions of the Business Cessation Date shall be permitted.

b. The Parties also acknowledge and agree that Asylum shall be entitled to remain on the Premises following the Business Cessation Date until the Vacate Date, solely for the purpose of liquidating and/or relocating Asylum-owned improvements, furniture, fixtures, and equipment from the Premises, including Asylum-owned, sound equipment, light poles, facades, structures, signs and fencing, and irrigation and electrical infrastructure on the Premises. The Parties acknowledge and agree that no business operations shall be conducted on the Premises during this period, including, without limitation, the sale of agricultural or other merchandise. Similarly, the Parties acknowledge and agree that no public events of any kind shall be permitted on the Premises during this period. Asylum acknowledges and agrees that any breach of this provision is a material breach this Agreement and the attached Lease Agreement.

2. To avoid any disputes regarding the disposition of property during the term of the attached Lease Agreement and the wind down of Asylum's operations, the Parties agree as follows:

a. Asylum shall remove all Asylum-owned furniture, fixtures and equipment, including Asylum-owned sound equipment, light poles, facades, structures, signs, fencing, and irrigation and electrical infrastructure on the Premises prior to Noon on the Vacate Date.

b. Property purchased by the Los Angeles Pierce College Foundation ("Foundation") and/or by the District for use by Asylum on the Premises, which Asylum shall be entitled to remove and/or liquidate are limited to the items listed below and depicted on Exhibit B hereto:

1. One 12ft Gearmore disc
2. One 3-point small ripper 3 blade (damaged)
3. One 3-point Shredder
4. One 3-point universal transplanter
5. One 3-point Cole seeder
6. One 3-point drip tape extractor
7. One 3-point drip tape injector
8. One 3-point drip tape retrieval unit
9. One 3-point broadcast seeder
10. One blanket harrow

11. One JD towable scraper
12. One 40 ft container
13. One 20 ft container
14. One 20 ft pesticide storage container
15. One 20 ft refrigerated container
16. Oval plastic main lines
17. Various market furnishings
18. One 3 point lister
19. One 3 point cultivator bar and blades
20. Above-ground metal irrigation lines and irrigation hoses
21. Four cub tractors
22. One old wooden trailer
23. One old Bailer
24. One old spring harrow
25. One Kabotta tractor and parts

c. Asylum shall not be entitled to remove and/or liquidate any non-Asylum-owned property from the Premises, including, without limitation, electrical infrastructure on the Premises or any of the nine items/categories listed below and depicted on Exhibit C hereto:

1. All white plastic and rental fencing in existence prior to January 1, 2012 (excluding wood fencing paid for and installed by Asylum)
2. Modular building/ASO trailer
3. Farm stand (excluding façade improvements, attached trailer and ticket booth fixtures owned by tenant)
4. One (1) egg processing machine
5. One (1) 5-point field ripper
6. One steam tractor
7. One New Holland Trailer

The District shall be entitled to remove and/or liquidate District owned property from the Premises beginning on the Business Cessation Date, provided however, that District shall not hinder or delay Asylum's permitted removal of Asylum owned property as described above.

3. The Parties acknowledge and agree that Asylum shall not be entitled to erect any further improvements on the Premises during the term of the Lease Agreement. Asylum also acknowledges and agrees that it erected a "welcome" sign on the premises and that Asylum shall remove the "welcome" sign within 7 days of the effective date of this Agreement or it shall be in breach of this Agreement.

4. The Parties acknowledge and agree that Asylum shall conduct all operations on the Premises consistent with all applicable rules, regulations and codes.

5. To ensure Asylum timely returns possession of the Leased Premises to the District pursuant to the terms of this Agreement, the parties are executing concurrently with this Agreement a Stipulation for Entry of Judgment, a copy of which is attached hereto as Exhibit D.

The District is entitled to file this Stipulation with the Court immediately upon execution. The Stipulation, however, expressly prevents the District from obtaining possession of the Leased Premises until after the Vacate Date.

6. In order to minimize any conflicts or confusion between the Parties under the Lease Agreement, all contacts between the Parties shall be between Cathy McBroom, on behalf of Asylum, and Rolf Schleicher on behalf of the District and Pierce.

7. In consideration of the actions to be taken by Asylum pursuant to this Agreement, and excepting only the obligations under this Agreement, the attached exhibits, and those listed in this paragraph, the District and its agents, assigns and successors-in-interest, do hereby release, hold harmless and forever discharge Asylum, its sureties, insurers, officers, directors, trustees, agents, attorneys and employees of and from any and all claims, causes of action, claims for relief, debts, liabilities, demands, obligations, expenses, and actions, known or unknown, existing or contingent, which the District owns or holds against Asylum or has at any time heretofore owned or held, through the date that the District signs this Agreement. This release does not apply, however, to any claims, liabilities or actions for indemnity or contribution arising from claims brought by third parties against the District based on facts which occurred when Asylum still occupied the Leased Premises or to any claims of damage to the environment that have occurred or may occur during Asylum's occupancy of the Leased Premises. District represents and warrants that as of the date of this Agreement, it has not been served with any existing or potential claims against the District based on Asylum's occupancy of the Leased Premises, except the matter of Jacqueline Hall v. Los Angeles Community College District, et al., which Asylum represents has been settled.

8. District agrees to defend and indemnify Asylum Parties against any claims brought by the Foundation against Asylum Parties, or any of them, relating to the items of property enumerated under Section 2(c), which were purchased by the Foundation for use by Asylum on the Premises, which Asylum shall be entitled to remove and/or liquidate under this Agreement.

9. In consideration of the actions to be taken by the District pursuant to this Agreement, and excepting only the obligations under this Agreement, Asylum Parties, and their agents, officers, owners and employees, assigns, successors-in-interest, do hereby release, hold harmless and forever discharge: (a) the District and its sureties, insurers, partners, board members, officers, directors, agents, attorneys, employees, and (b) the Foundation and its sureties, insurers, parties, board members, officer, directors, agents, attorneys, and employees, of and from any and all claims, causes of action, claims for relief, debts, liabilities, demands, obligations, expenses, and actions, known or unknown, existing or contingent, which Asylum Parties own or hold against the District and/or the Foundation, or have at any time heretofore owned or held, through the date that Asylum Parties sign this Agreement. Asylum Parties, however, reserve their right to bring counter-claims against the Foundation, for the settled matters, in the event that the Foundation initiates litigation against Asylum Parties, or any of them, for the settled matters.

10. Except as otherwise provided in this Agreement, it is the intention of the Parties hereto that the release provided as a part of this Agreement shall be effective as a bar to all claims, claims for relief, actions, causes of action, obligations, costs, expenses, attorneys' fees,

damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, which exist against one party in favor of the other (except as specifically excluded). In furtherance of that intention, each party expressly waives any and all rights and benefits as to the matters released by the provisions of Section 1542 of the California Civil Code (and any similar provision of Federal Law), which reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

11. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action herein above specified. Each party assumes the risk of the foregoing and of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement

12. All of the Parties represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm or corporation whatsoever, any claim, debt, liability, demand, obligation, cost, expense, action or cause of action herein released. All Parties represent and warrant that they have no lawsuit pending against the other party, except for the Action.

13. All of the Parties hereto acknowledge that they have relied wholly upon their own individual judgment, belief and knowledge of the existence, nature and extent of each claim, demand or cause of action that they may have against the other party hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand or cause of action made by any other party hereto. The Parties acknowledge that this Agreement is intended to settle certain disputes between the Parties and to avoid the expense and time of litigation. Neither the execution of this Agreement nor the performance of the terms hereof shall be deemed or construed to be an admission by such party or establish any fault or liability in connection with any matter or thing by either party.

14. All of the Parties hereto shall bear their own attorneys' fees, expenses and costs incurred in connection with the matters released here and the preparation of and approval of this Agreement. In any action brought by either party to enforce the terms of this Agreement, or arising out of this Agreement, the prevailing party shall be entitled to recover its costs and expenses and reasonable attorneys' fees.

15. This instrument comprises the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior

negotiations, proposed agreements, written and oral. This Agreement is a final expression of the Parties' intent with respect to the subject matter. There are no other contracts, understandings, representations or warranties made by any other party to the Agreement except as expressly contained in this Agreement, except that concurrently with the signing of this Agreement, the parties have entered into a Stipulation for Entry of Judgment.

16. This Agreement is to be construed fairly and not in favor of or against any party regardless of which party or parties drafted or participated in the drafting of its terms. It is acknowledged that all parties have had an opportunity to consult with their lawyers concerning the terms and conditions of this Agreement. As a result, this Agreement shall be deemed to have been drafted by all parties hereto and no party shall urge otherwise.

17. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, agents, representatives, successors and assigns. The Parties agree that this Agreement is to be performed in Los Angeles County, California.

18. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law provisions.

19. Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

20. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

21. The Parties may execute duplicate originals of this Agreement or any other documents they are required to sign or furnish pursuant to this Agreement. The Parties also agree that facsimile or PDF signatures of the Parties on this Agreement may be treated as original signatures.

22. Any notices required to be given in connection with this Agreement will be deemed sufficient if personally delivered, faxed, or overnighted to each of the following addresses:

<u>The District</u>:

Los Angeles Community College District
Attn: Rolf Schleicher
770 Wilshire Boulevard
Los Angeles, CA 90017
Tel: (818) 231-2284
Fax: (818) 700-9720
Email: SchleiR@piercecollege.edu

With copies to:

Camille Goulet
General Counsel
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, CA 90017
Tel: (213) 891-2188
Fax: (213) 891-2138
Email: GouletCA@email.laccd.edu

John Holloway, Esq.
Best Best & Krieger LLP
300 South Grand Avenue, 5th Floor
Los Angeles, CA 90071
Tel: (213) 617-8100
Fax No. (213) 617-7480
Email: john.holloway@bbklaw.com

Asylum Productions, Inc.

Asylum Productions, Inc.
Attn: Cathy McBroom
9800-D Topanga Canyon Boulevard, Suite 303
Chatsworth, CA 91311
Tel: (818) 231-2284
Fax: (818) 700-9270
Email:cathy@piercefarmcenter.com

With copies to:

Paul Bauducco
Lewitt, Hackman, Shapiro, Marshall & Harlan
16633 Ventura Blvd., 11th Floor
Encino, CA 91436
Tel: (818) 990-2120
Fax: (818) 981-4764
Email:pbauducco@lewitthackman.com

The Parties agree that this Settlement and Release Agreement may be specifically enforced.

DATED: 6/4/14

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: Adriana D. Barrera
Print Adriana D. Barrera
Its: Deputy Chancellor

DATED: 5-28-14

ASYLUM PRODUCTIONS, INC.

By: [signature]
Print: Robert McBroom III
Its: President

DATED: 5-28-14

By: [signature]
Robert McBroom

DATED: 5-28-14

By: Cathy L McBroom
Cathy McBroom

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# EXHIBIT A

# REAL PROPERTY LEASE

THIS REAL PROPERTY LEASE (**"Lease"**) is made as of the 28 day of ~~April~~ MAY, 2014, by and between Landlord and Tenant, upon the following terms and conditions:

BASIC LEASE PROVISIONS

These Basic Lease Provisions set forth the basic terms of this Lease. In the event of any inconsistency between the terms set forth in these Provisions and any other provision of this Lease, the Basic Lease Provisions shall prevail.

| | | |
|---|---|---|
| 1.1 | Tenant. | Asylum Productions, Inc.<br><br>Attn: Cathy McBroom<br>9800-D Topanga Canyon Boulevard, Suite 303<br>Chatsworth, CA 91311<br>Telephone: (818) 231-2284<br>Facsimile: (818) 700-9720 |
| 1.2 | Landlord. | Los Angeles Community College District<br><br>770 Wilshire Boulevard<br>Los Angeles, California 90017<br>Attention: Mr Rolf Schleicher, Director of Business Services<br>Telephone: (213) 891-2400<br>Facsimile: (213) 891-2490 |

1.3 Premises. All that certain real property situated in the city of Woodland Hills, county of Los Angeles, State of California, consisting of approximately 18 acres and commonly referred to as 20800 Victory Boulevard.

1.4 Term. The term of this Lease shall commence upon January 1, 2012 (the "Commencement Date"). All retail and entertainment functions occurring at the Premises shall terminate before December 26, 2014. Tenant shall deliver possession of the Premises to Landlord on or before noon on April 15, 2015.

1.5 Base Rent. Upon execution of this Agreement, Tenant shall pay to Landlord the total sum of six thousand three hundred and twenty-nine dollars ($6,329.00) as monetary rent due for the 2013 calendar year. Rent for the remaining term of this Lease, January 1, 2014 until April 15, 2015, payable as follows: (1) $5,000 on April 30, 2014; (2) $7,500 on August 31, 2014; (3) $12,500 due on October 15, 2014; and (4) $25,000 due on November 15, 2014.

1.6 Security Deposit. Upon execution of this Agreement, Tenant shall pay to Landlord, in addition to its initial payment of Base Rent, the additional sum of Twenty-Five Thousand Dollars ($25,000.00) as a security deposit ("Security Deposit"). The Security Deposit is made by Tenant to secure the faithful performance of all the terms, covenants and conditions of this Lease to be performed by Tenant. If Tenant shall default with respect to any covenant or provision hereof, Landlord may use, apply or retain all or any portion of the Security Deposit to cure such default or to compensate Landlord for any loss or damage that Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall immediately upon written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount hereinabove stated. The Security Deposit shall not bear interest and may be commingled and expended by Landlord: provided, however, that within thirty (30) days after expiration or earlier termination of this Lease and vacation of the Premises by Tenant, Landlord shall pay to Tenant the balance of the Security Deposit, if any, after Landlord deducts any amounts

payable by Tenant hereunder for unpaid rent, damage to the Premises, excessive wear and tear, or otherwise. Tenant shall not endeavor to apply the Security Deposit towards the payment of Rent or other amounts due to Landlord hereunder.

1.7 Permitted Use. Tenant agrees to use the Premises solely for events (consistent with those in 2013), planting, growing, irrigating and harvesting crops and for the following commercial retail and entertainment purposes, so long as such uses terminate prior to December 26, 2014:

April 19th and 20th: Easter on the Farm Program

April 4th through September 19th; Friday night certified farmers market/movie and food truck program

May 30th through June 2nd: Rock Atomics Rock Show

September 26 through November 2nd: Halloween Harvest Festival

November 27th through December 24th: Christmas program including Christmas tree sales

Periodic private events: field trip programs, birthday party programs, private party programs, farm related activities, film or location shoots, if consistent with prior operations.

The tenant shall not use the Premises for any other purpose than that detailed above. Tenant agrees to farm the Premises with the best agricultural practices employed in the community and shall use all reasonable and legal means to control the growth of noxious weeds, grasses and vertebrate pests upon the Premises during the term hereof, and to protect the Premises from infestations of insects, pests, and disease-producing organisms that might damage crops or animals.

Landlord does not represent or warrant that such use complies with local zoning or other regulations governing the use of the Premises, and Tenant shall, at its sole cost and expense, obtain all governmental licenses, permits and other approvals required for Tenant's Permitted Use. Tenant's inability to secure such approvals shall not relieve Tenant of its obligations under this Lease.

Following December 26, 2014, Tenant may only use the Premises for purposes of removing or liquidating Tenant owned improvements.

1.8 Broker(s). Tenant and Landlord each represent and warrant to the other that they have not used or incurred broker liability to any other broker in connection with this Lease. Tenant shall indemnify and defend Landlord for any broker commission or liability incurred in connection with this Lease.

1.9 Definitions. All capitalized terms used in this Lease shall have the meanings specified in this Section 1 or in Section 28 (DEFINITIONS) or in any Addendum to this Lease or as elsewhere defined in this Lease.

1.10 Exhibits. The following Exhibits are attached to this Lease and incorporated herein by this reference.

Exhibit A-1 - Furniture, Fixtures and Equipment that Asylum shall not remove
Exhibit A-2 - Furniture, Fixtures and Equipment that Asylum shall be entitled to remove

LEASE OF PREMISES.

1.11 Lease to Tenant. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term stated herein, subject to the other provisions of this Lease. This Lease of the Premises is subject to all applicable laws and any matters of public record affecting the Premises (all of the

foregoing, the "Restrictions").

1.12 Common Areas. Not applicable.

1.13 Delivery of Possession. Tenant is in possession of the Premises as of the date of this Lease.

1.14 Quiet Possession. Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

1.15 Suitability for Occupancy. Tenant acknowledges and agrees that it has been given every opportunity to investigate the condition of the Premises and its suitability for occupancy prior to the Commencement Date. Tenant accepts the premises "AS IS" without any representation or warranty from Landlord regarding the condition or suitability of the Premises.

1.16 Prohibited Uses. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) is other than a Permitted Use as described in Section 1.7; (b) violates any Law; (c) causes or is reasonably likely to cause damage to the Premises or District Facility; (d) violates a requirement or condition of any insurance policy covering the Premises and/or District Facility or may cause an increase in the cost of such policy; (e) constitutes, or is reasonably likely to constitute, a nuisance, annoyance or inconvenience to Landlord, Landlord's Employees, Landlord's students, or other tenants of the District Facility; (f) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals, or the operation of any electronic equipment, at the District Facility; or (g) violates any Rules or Regulations hereunder.

RENT.

1.17 Payment of Base Rent: Tenant shall pay Base Rent as specified in Section 1.5. All Rent, and all other amounts payable to Landlord by Tenant pursuant to this Lease, shall be paid to Landlord without notice, demand, abatement, deduction or offset, in lawful money of the United States, at Landlord's address stated hereinabove. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct amount due shall be deemed to be other than a payment on account, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance or pursue any other remedy available to it.

1.18 Additional Rent. Not applicable.

1.19 Late Charge; Interest. Tenant acknowledges that the late payment of Rent or any other amounts payable by Tenant to Landlord hereunder will cause Landlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to determine. Landlord and Tenant agree that if Landlord does not receive any such payment on or before five (5) days after the date the payment is due, Tenant shall pay to Landlord, as additional rent, (a) a late charge equal to one percent (1%) of the overdue amount to cover such additional administrative costs; and (b) interest on the delinquent amounts at the lesser of the maximum rate permitted by law, if any, or one percent (1%) per month from the date due to the date paid.

ALTERATION AND IMPROVEMENTS.

1.20 Tenant's Work. Except as provided in this Lease or as consented to in writing by Landlord, Tenant shall not make any improvements to the Premises during the term of this Lease. Should Tenant perform work in accordance with this Section, all design, construction, materials, labor, permit fees, and any other components of Tenant's Work (including cost overruns, if any) shall be paid for solely by Tenant, without contribution, allowance or offset from Landlord. Landlord shall not be responsible for any costs, liabilities or liens arising out of or related to Tenant's Work, and Tenant shall indemnify and defend Landlord there from. The provisions of this section apply to future improvements.

1.21 Other Alterations by Tenant. At its sole cost and expense, Tenant may make other Tenant Alterations only upon receiving Landlord's prior written approval, which approval may be granted or withheld in Landlord's sole and absolute discretion. Tenant Alterations hereafter approved by Landlord shall be deemed subject to all of the following conditions:

a) The proposed improvements or alterations (i) are consistent with Tenant's Permitted Use of the Premises as set forth in Section 1.9 of this Lease; (ii) will not alter the exterior appearance of the District Facility; and (iii) will not weaken or impair the structural strength of the existing improvements on the Premises;

b) Landlord shall have approved drawings and specifications for the proposed work;

c) Landlord shall have approved of Tenant's contractor, such approval to be granted or withheld in Landlord's reasonable discretion; and

d) Landlord shall have been furnished with copies of all building and/or other applicable permits, governmental approvals or licenses required for the prosecution of the work.

Any Tenant work shall comply with all applicable laws, including but not limited to laws requiring payment of prevailing wages, and, to the extent applicable, requiring public bidding.

1.22 Ownership of Fixtures, Furniture and Equipment. The parties agree Landlord and/or Los Angeles Pierce College Foundation-owned property, currently located at the Premises, which shall not be removed from the Premises by Tenant, includes, without limitation the following eight items, which are depicted on Exhibit A-1 attached hereto:

1. All white plastic and rental fencing in existence prior to January 1, 2012 (excluding wood fencing paid for and installed by Asylum)
2. Modular building/ASO trailer
3. Farm stand (excluding façade improvements, attached trailer and ticket booth fixtures owned by tenant)
4. One (1) egg processing machine
5. One (1) 5-point field ripper
6. One steam tractor
7. One New Holland Trailer

The Parties agree that property purchased by the Foundation and/or by the District for use by Asylum on the Premises, which Asylum shall be entitled to remove and/or liquidate are limited to the items listed below and depicted on Exhibit A-2 attached hereto:

1. One 12ft Gearmore disc
2. One 3-point small ripper 3 blade (damaged)
3. One 3-point Shredder
4. One 3-point universal transplanter
5. One 3-point Cole seeder
6. One 3-point drip tape extractor
7. One 3-point drip tape injector
8. One 3-point drip tape retreval unit
9. One 3-point broadcast seeder
10. One blanket harrow
11. One JD towable scraper

12. One 40 ft container
13. One 20 ft container
14. One 20 ft pesticide storage container
15. One 20 ft refrigerated container
16. Oval plastic main lines
17. Various market furnishings
18. One 3 point lister
19. One 3 point cultivator bar and blades
20. Above-ground metal irrigation lines and irrigation hoses
21. Four cub tractors
22. One old wooden trailer
23. One old Bailer
24. One old spring harrow
25. One Kabotta tractor and parts

1.23 Notice of Work Commencement. Before commencing any work, Tenant shall notify Landlord in writing not less than five (5), nor more than ten (10), business days prior to the date such work commences. Landlord shall have the right to post all appropriate notices of non-responsibility.

1.24 Mechanics' Liens. Tenant shall pay for all labor and materials supplied to the Premises for Tenant's Work. Tenant shall not, with respect to any work contracted for by Tenant, permit any mechanics' lien or stop notice to be filed against the Premises or the District Facility, or against Tenant's leasehold interest in the Premises. Tenant shall defend and indemnify Landlord for any such lien or notice.

1.25 Sign. Within 7 days from the effective date of this Agreement, Tenant shall remove the unauthorized "welcome" sign erected by Asylum at the entrance to the Premises on Olympic Drive or be in breach of this Agreement.

REPAIR, REPLACEMENT AND MAINTENANCE.

1.26 Tenant's Obligations. Tenant shall, at Tenant's expense, keep the Premises, including but not limited to any personal property, equipment, buildings and fencing located on the Premises but owned by Landlord, in reasonable condition and repair. In the event any portion of the Premises is rendered unusable during the course of any repairs being undertaken by Tenant, Tenant shall not be entitled to any abatement or offset of Rent. Tenant shall, in any event, during the course of any repairs, take reasonable steps not to interfere with Landlord's activities on surrounding property.

1.27 Landlord's Remedies. In the event Tenant should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section 5.1, within five (5) business days after written notice from Landlord, or fail, neglect or refuse to pursue said work with reasonable diligence to completion, Landlord, at its sole discretion, may (a) perform or cause to be performed said repair, replacement or maintenance work and add the cost thereof to the installment of Rent next due as a charge to Tenant.

BUILDING SERVICES.

1.28 Provision by Tenant. Tenant shall be solely responsible to furnish the Premises with utilities and services desired by Tenant, including but not limited to those set forth in Section 6.2 below. Tenant shall provide for all utilities to be separately metered unless otherwise expressly agreed by Landlord.

1.29 Tenant shall, unless waived in writing by Landlord, and subject to limitations and provisions of this

Lease, provide the following services to the extent such services are desired by Tenant:

a) Electrical service.

b) Water for irrigation,

c) Janitorial services to the Premises, Monday through Friday (except Holidays), unless Tenant, in its sole discretion, elects to have service performed on Sunday in lieu of Friday, such services to be consistent with janitorial services provided for similar office buildings in the vicinity of the Premises and to include all janitorial supplies, including restroom supplies.

d) Security service for any events that are open to the public consistent with security typical for such past events.

1.30 If utilities or other services are interrupted to the extent and for a duration as to make all or part of the Premises untenable, Tenant shall not be entitled to any rent abatement, offset or award from Landlord.

ASSIGNMENT AND SUBLETTING.

1.31 No Right to Transfer. Tenant may not assign or sublet this Lease or any of its rights here under.

1.32 Landlord's Rights to Transfer. Landlord shall have the right to sell, transfer, hypothecate or assign any or all of its rights and obligations under this Lease. Upon the transfer of all of Landlord's interest under this Lease and the written acceptance thereof by the transferee, all liabilities and other obligations of the Landlord arising on or after the date of the transfer shall be the sole responsibility of the transferee.

INSURANCE/INDEMNITY.

1.33 Policies. All insurance required to be carried by Tenant hereunder shall: (i) be issued by insurance companies to the reasonable satisfaction of the District and having an A.M. Best rating of not less than B++:FSC VIII, (ii) be primary insurance for all claims under it and provide that any insurance carried by Landlord is strictly excess, secondary and non-contributory with any insurance carried by Tenant; and (iii) insure and name by endorsement Landlord as additional insured. Current, original certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant prior to execution of this Lease by Landlord and at least thirty (30) days prior to the expiration of any policy required hereunder. No policy shall be subject to cancellation or modification except after not less than thirty (30) days' written notice to Landlord and any Lender, unless cancellation or modification is due to nonpayment of premium. Tenant's self-insurance shall satisfy the insurance requirements of this Section 8 only if specifically approved in writing by Landlord's risk manager, which approval may be withheld in the risk manager's sole discretion. Tenant's insurers shall agree to waive all rights of subrogation against Landlord.

1.34 Worker's Compensation. Tenant shall procure and maintain worker's compensation insurance as required by law and employer's liability insurance with limits of no less than One Million Dollars ($1,000,000).

1.35 Public Liability. Tenant shall procure and maintain during the Term, at its own expense, commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating to Tenant's use and occupancy of the Premises and the District Facility. Landlord shall be named by endorsement as an additional insured. Such insurance shall have limits of not less than One Million Dollars ($1,000,000) for injuries to persons in one accident, not less than One Million Dollars ($1,000,000) for injury to any one person, and not less than One Million Dollars ($1,000.000) with respect to damage to property.

1.36 Property Insurance. Tenant waives any claims against the District arising out of its failure to insure

full replacement value of the improvements and Personal Property on the Premises, naming Landlord as the loss payee.

1.37 Tenant's Failure to Insure. If Tenant fails to maintain any insurance required by this Lease, Tenant shall be liable for any loss or cost resulting from that failure. Landlord may, but shall not be obligated to, provide for such insurance at Tenant's cost. This Section 8.5 shall not waive any of Landlord's other rights and remedies under this Lease.

1.38 Indemnity. Tenant shall indemnify, defend and hold Landlord and Landlord's Employees harmless, from and against all obligations, liens, claims, liabilities, costs (including, but not limited to, reasonable attorneys' fees and expenses), actions and causes of action, which Landlord may suffer or incur arising out of or in connection with this Lease or Tenant's and Tenant's Employees' actions and omissions with respect to the Premises and the District Facility, except to the extent caused solely by the gross negligence or willful misconduct of Landlord and/or Landlord's Employees.

Without limiting the foregoing, Tenant shall indemnify and hold harmless Landlord, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or trade name, furnished or used in connection with this agreement.

Tenant does further hereby agree to indemnify, defend, protect, hold and save Landlord harmless from all claims for damage arising out of Tenant's use or occupation of the Premises, including any that might arise as the result of drifting chemicals, fertilizers, sprays or dust or seepage or overflow of irrigation water used in connection with the growing of crops upon the Premises during Tenant's possession of the Premises.

DAMAGE OR DESTRUCTION.

1.39 Damage Generally. Landlord shall have no liability or responsibility to repair or replace any improvements or property. If any part of the Premises or the District Facility is damaged or lost by reason of fire, earthquake, theft, vandalism, incidents of war or other causes, Tenant shall give prompt notice to Landlord. Tenant shall repair such damage (in accordance with Section 4.2 above) and replace such property with reasonable diligence. Landlord shall, however, be responsible for the repair or replacement of damage to the white property perimeter fence so long as it is not caused by Asylum, its employees or an attendee at an Asylum event.

CONDEMNATION AND OTHER TAKINGS.

1.40 Condemnation. If more than twenty-five percent (25%) of the Premises shall be taken for public or quasi-public use by the right of eminent domain (a "Taking"), Landlord shall have the option, exercisable within thirty (30) days after the effective date of the Taking, to terminate this Lease as of the date possession is acquired by the condemning authority. Such termination shall be effective upon Landlord's giving Tenant notice thereof.

1.41 Partial Taking. In the event of a Taking of a portion of the Premises which does not result in a termination of this Lease under Section 10.1 above, the Rent and all other monthly charges shall be abated commensurate with the amount of square footage of the Premises which is the subject of the Taking.

1.42 Restoration. In the event of a Taking of a portion of the Premises that does not result in a termination of this Lease under Section 10.1 above, Tenant shall proceed to restore the remaining portion of the Premises as nearly as practicable to its condition prior to the Taking.

10.4 Representation. Landlord represents that it is not currently aware of any pending or planned event or project which might result in the taking, partial taking of the Premises.

DEFAULT BY TENANT.

The occurrence of any one or more of the following shall be deemed a **"Default"** by Tenant:

1.43 Tenant's failure to pay any Rent due , to make any other monetary payment imposed under the terms of this Lease, or to perform any other covenant of this Lease other than to timely deliver possession of the Premises where that failure continues after each of the following steps have occurred: (1) Landlord provides Tenant with written notice of the failure; (2) Tenant either contacts Landlord within three business days of Landlord's written notice or fails to contact Landlord for three business days; and (3) a total of five business days have passed since the Landlord's written notice of the failure and the parties have not been able to reach a resolution of the Tenant's failure. The notice period provided for in this paragraph shall be in lieu of and not in addition to any notice requirements imposed by California's unlawful detainer laws, including but not limited to Code of Civil Procedure section 1161 et seq.

1.44 The abandonment or vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).

1.45 The making by Tenant of any assignment of this Lease or any sublease of all or part of the Premises.

1.46 Tenant's failure to quit and deliver possession of the Premises on or before April 15, 2015; or Tenants failure to cease business operations on the Premises before December 26, 2014.

1.47 Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of one hundred twenty (120) days.

LANDLORD'S REMEDIES UPON DEFAULT.

1.48 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may enter the Premises and remove Tenant, any other person occupying the same, and any or all Personal Property not removed by Tenant.

1.49 Continuation After Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 12.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due and Landlord shall expressly have the remedies set forth in Section 1951.4 of the California Civil Code or any other applicable code section.

1.50 Damages Upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 12.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section.

1.51 In the event Tenant fails to quit and deliver possession of the Premises on or before April 15, 2015, Landlord shall be immediately entitled to execute the Judgment for Possession entered by the Superior Court of California, County of Los Angeles in the matter of Los Angeles Community College District v. Asylum Productions, Inc. and Does 1-25 inclusive, case number SC121410 in any legally permissible manner, including but not limited to, obtaining and directing the execution of a writ of possession. In such an event, Landlord shall be entitled to recover its attorney's fees and costs' from Tenant.

LANDLORD'S DEFAULT.

1.52 Right To Cure. Landlord shall not be deemed to be in default in the performance of any obligation

required of it under this Lease until it has failed to perform such obligation within thirty (30) days after receipt by Landlord of written notice from Tenant specifying the obligation in question and the manner in which Landlord has failed to perform the obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for its performance, Landlord shall not be in default if Landlord commences to cure the default within fifteen (15) days after being given Tenant's written notice of default and diligently proceeds to completion.

1.53 Tenant's Remedies. Upon the occurrence of a default by Landlord, Tenant may upon written notice to Landlord terminate this Lease, in which case Tenant may recover only: (i) any Rent paid with respect to the period after Tenant gives Landlord such notice of termination, and (ii) any other sums expressly provided for under this Lease and due Tenant upon the termination of this Lease, including any Security Deposit. Tenant hereby expressly waives any right to claim or obtain payment from Landlord for damages to Tenant and/or Tenant's business arising from the Landlord's default and the resulting termination of this Lease by Tenant (including, without limitation, any consequential damages to Tenant arising from the disruption of Tenant's business or administrative operations, the need to relocate Tenant's facilities, and loss of revenues to Tenant and other losses and liabilities incurred by Tenant).

INSPECTION AND ACCESS.

1.54 Entry. Landlord and its agents or representatives may enter the Premises at reasonable hours and with seventy-two (72) hours' prior written notice, for any purpose, including but not limited to the following purposes: (a) to inspect the Premises, (b) to exhibit the Premises to prospective purchasers, lenders or tenants, (c) to determine whether Tenant is complying with Tenant's obligations hereunder, and (d) to post notices of non-responsibility.

SURRENDER OF PREMISES.

1.55 Removal by Tenant. At the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in at least as good of order, condition and repair as of the date of this Lease (reasonable use and wear and harvested crops excepted) and as free from noxious weeds or grasses as good farming practices allow.

1.56 Removal By Landlord. Landlord may elect to retain or dispose of, in accordance with applicable Laws, any Personal Property that Tenant does not remove from the Premises on expiration or earlier termination of the Term.

1.57 Holding Over. If Tenant holds over after the expiration or earlier termination of the Term with or without the express written consent of Landlord, such tenancy shall be from month-to-month only and shall not be a renewal hereof, and shall otherwise be subject to the terms, covenants and conditions herein specified. Rent shall be Two Hundred Percent (200%) of the rate in effect under the terms of this Lease at the end of the Term just expired. This Section 15.3 shall be triggered by either Tenant's failure to cease all entertainment and/or retail activities at the Premises on or before December 26, 2014 or its failure to vacate the Premises on or before April 15, 2015.

DUE AUTHORITY.

Tenant and Landlord and the Persons executing this Lease on behalf of Tenant and Landlord hereby represent and warrant that the individuals executing this Lease on their behalf are duly authorized to execute and deliver this Lease, and that this Lease is binding upon and enforceable against them in accordance with its terms.

ENTIRE AGREEMENT.

This Lease constitutes the entire understanding of the parties with respect to the Premises and supersedes all prior or contemporaneous understandings and agreements relating to the subject matter hereof.

MODIFICATION.

This Lease may not be modified, terminated or amended except pursuant to a written instrument duly executed by all of the parties hereto.

TIME OF THE ESSENCE.

Time is of the essence of this Lease and each of the provisions hereof.

FURTHER ASSURANCES.

From time to time, either party, at the request of the other party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting party may reasonably require to complete more effectively the transactions contemplated by this Lease.

NO THIRD PARTY BENEFITS.

This Lease is made and entered into for the sole benefit and protection of the parties hereto, and the parties do not intend to create any rights or benefits under this Lease for any person who is not a party to this Lease, other than a Lender.

WAIVER.

The waiver by any party of any term, covenant, agreement or condition herein contained shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term.

NOTICES.

All notices, requests, demands or other communications required or desired to be given hereunder, to be legally binding, shall be in writing and may be served personally (including service by any commercial messenger or courier service) or by registered or certified United States mail, return receipt requested, with all postage and fees fully prepaid, addressed to the respective address set forth in Section 1 above, or to such other address as the party to whom the notice is addressed has theretofore specified in a notice served upon the other party in accordance with the requirements hereof. Alternatively, notices may be served by facsimile transmission sent to the respective facsimile transmission number specified in the applicable Base Lease Provisions.

Notice shall also be provided to the parties counsel, as follows::

23.1 For Asylum to: Paul C. Bauducco and John B. Marshall at Lewitt, Hackman, Shapiro, Marshall & Harlan, 16633 Ventura Boulevard, Suite 1100, Encino, California 91436, Tel. (818) 990-2110, Fax (818) 981-4764.

23.2 For the District to: Camille Goulet, General Counsel, Los Angeles Community College District, 770 Wilshire Boulevard, Los Angeles, California, 90017, Tel. (213) 891-2188, Fax. (213) 985-9858 and to: John Holloway, Best Best & Krieger LLP, 300 South Grand Avenue, Suite 2500, Los Angeles, California 90071, Tel. (213) 617-8100, Fax. (213) 617-7494

GOVERNING LAW.

This Lease shall be governed by and construed pursuant to the laws of the State of California, without reference to conflicts of laws rules.

ATTORNEYS FEES.

In any dispute under this Lease, the prevailing party shall be entitled to recover its attorneys' fees and costs.

SEVERABILITY.

In the event that any provision of this Lease shall be adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Lease shall remain in full force and effect.

SUCCESSORS AND ASSIGNS.

Subject to all restrictions set forth herein, the terms, covenants, conditions and agreements herein contained shall inure to the benefit of and bind the heirs, successors, legal representatives and assigns of the parties hereto.

DEFINITIONS.

In addition to the terms defined in Section 1 of the Lease, the following terms shall have the meanings specified below when used in the Lease:

1. **"Common Areas"** means all areas within the exterior boundaries of the District Facility that are expressly designated by Landlord from time to time in writing as being available on a non-exclusive basis, subject to this Lease and all Rules and Regulations, for ingress, egress, parking or other specified use by Tenant.

2. **"Holidays"** means federal holidays (excluding Saturdays and Sundays) on which banks are required to be closed except for specific holidays (e.g., Columbus Day) not recognized by Landlord

3. **"Land"** means that certain real property described on the attached Exhibit A-2.

4. **"Landlord's Employees"** means Landlord's agents, representatives, contractors, licensees, employees, directors, officers, members, partners, trustees and invitees.

5. **"Law"** means any federal, state, county, municipal, or other local governmental statute, law, ordinance, rule, regulation, code, decree, or order, including all decisions of any court that are binding precedents in the State of California.

6. **"Person"** means an individual, trust, partnership, joint venture, association, corporation, and any other legal or business entity.

7. **"Personal Property"** means any movable, non-affixed furnishings, equipment, and other personal property of Tenant contained in the Premises from time to time.

8. **"District Facility"** means the Los Angeles Pierce College campus on which the Premises is located.

9. **"Rent" or "Base Rent"** means the Rent payable under Section 1 of this Lease.

10. **"Rules and Regulations"** means the any rules and regulations currently in effect as to the District Facility and such reasonable and nondiscriminatory additions, modifications and amendments thereto as Landlord may adopt from time to time for use in the District Facility.

11. **"Systems and Equipment"** means any plant, machinery, transformers, duct work, cable, wires, equipment, facilities, or systems designed to supply heat, ventilation, air conditioning, humidity, or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing,

sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment utilized for the District Facility or any portion of it.

12. **"Tenant Alterations"** means any alterations, additions, or improvements to the Premises performed and paid for by Tenant under Exhibit A-2 attached hereto or otherwise under this Lease.

13. **"Tenant's Employees"** means, collectively, all of Tenant's agents, licensees, contractors, subcontractors, employees, directors, officers, partners, trustees and invitees.

14. **"Transfer"** means any transfer, sale, conveyance, assignment, subleasing, granting of a license, encumbrance, or hypothecation by Tenant of all or any part of its interest in the Lease or the Premises, as the case may be.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

Landlord makes no representation or warranty that the Premises are in compliance with the Americans with Disabilities Act (ADA), and all such compliance will be at Tenant's sole expense.

TENANT'S HAZARDOUS MATERIALS

Tenant represents and warrants that it shall not deposit or permit the deposit of Hazardous Materials in, on or upon the Premises or the District Facility. Tenant further covenants to remove or remediate, at its expense (subject to any reimbursement it may be able to obtain from third parties) any Hazardous Materials which are deposited in, on or upon the Premises or the District Facility from and after the date hereof and during Tenant's occupancy of the Premises or the District Facility, including any asbestos, lead-based paint and any other Hazardous Materials located in the District Facility, to the extent required by and in accordance with the requirements of all Applicable Governmental Restrictions, including, without limitation, all applicable environmental laws. The foregoing shall not be construed or understood to prohibit Tenant from allowing Hazardous Materials to be brought upon the District Facility so long as they are materials which are customary to the normal course of Tenant's authorized use of the Premises and so long as such materials are used, stored and disposed of in accordance with all Applicable Governmental Restrictions. Except with respect to any claims solely caused by Landlord, Tenant shall indemnify, defend and hold Landlord and its board members, directors, agents, officers and employees harmless from and against any Claims arising directly or indirectly out of the presence of Hazardous Materials in, on or upon the Premises or the District Facility, deposited (or claimed to have been deposited) in, on or upon the Premises or the District Facility from and after the date hereof and during Tenant's occupancy of the Premises or the District Facility, including without limitation any Claims arising out of any deposits of Hazardous Materials described in (i) and (ii) hereinabove or out of Tenant's failure to remove or remediate all such Hazardous Materials in, on or upon the Premises and the District Facility, as required above. Except with respect to any claims solely caused by Landlord, Tenant hereby releases and forever discharges Landlord and its agents, officials and representatives from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities arising out of or in any way connected with Tenant's occupancy of the Premises, or any condition of environmental contamination in, on, under, upon or around the Premises, or the existence of Hazardous Materials in any state in, on, under, upon or around the Premises, and in connection with such release and waiver Tenant is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

For purposes of this Agreement, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42

U.S.C. Section 6901 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), (vii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law (CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (x) the Safe Drinking Water and Toxic Enforcement Act of 1986, (xi) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year specified above.

**"Landlord":** LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: Adriana D. Barrera

Its: Deputy Chancellor

**"Tenant":** ASYLUM PRODUCTIONS, INC.

By:

Its: Robert McBrom 5-28-14

**EXHIBIT A-1**

**(PHOTOGRAPHS OF FURNITURE, FIXTURE AND EQUIPMENT WHICH SHALL NOT BE REMOVED FROM THE PREMISES BY TENANT PURSUANT TO SECTION 4.3)**

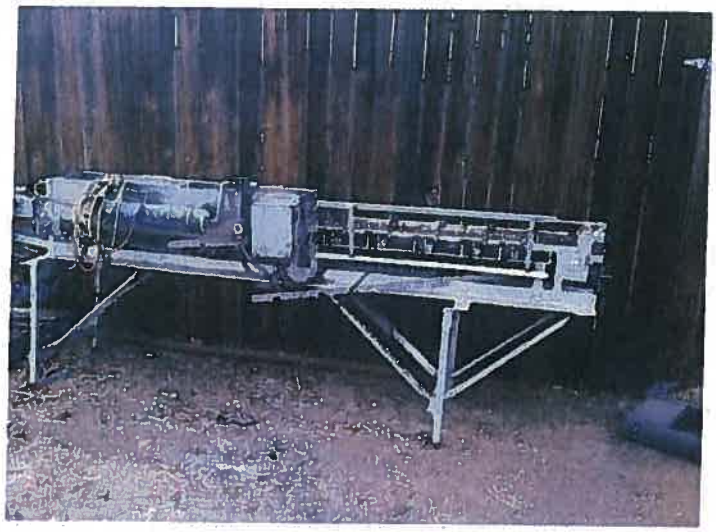
## College Property not to be removed by Asylum

#1 Front 200 amp CTS power pole and white plastic fence

#2 Modular Building

#3 (part A)Farm Stand (original structure)

#3 (part B)Farm Stand (original structure)



#4 Egg processing machine

#5 5 point Field Ripper

#6 Steam Tractor

#7 New Holland trailer

**EXHIBIT A-2**

**(PHOTOGRAPHS OF FURNITURE, FIXTURE AND EQUIPMENT WHICH MAY BE REMOVED FROM THE PREMISES BY TENANT PURSUANT TO SECTION 4.3)**

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# Foundation equipment now, property of Asylum #1

#1 Disc (part A)

#1 Disc (part B)

#2 3-point ripper (damaged)

#3 3-point shreader

#4 3-point universal transplanter

#5 3-point Cole seeder

# Foundation equipment, now property of Asylum 2

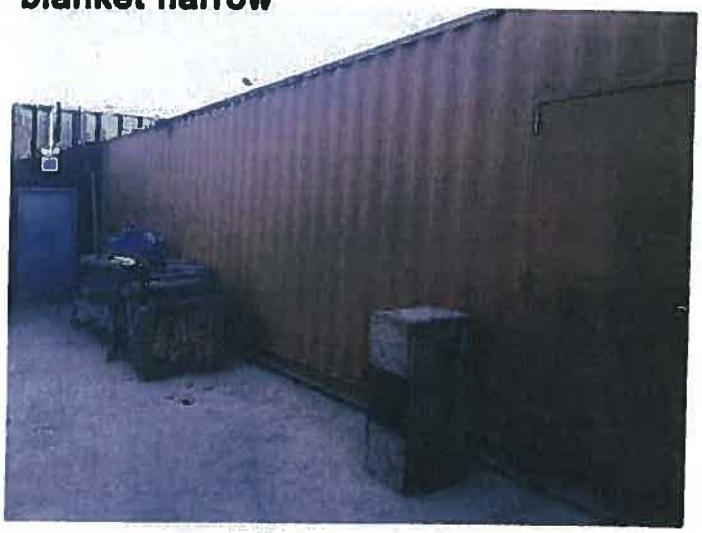
#6 3-point tape extractor

#7 3-point tape injector

#8 3-point tape retrieval unit

#9 & # 10 3-point broadcast seeder and blanket harrow

#11 JD Towable scraper



#12 40ft container

# Foundation equipment, now property of Asylum 3

#13 20ft container

#14 20ft pesticide container

#15 20ft refrigerated container

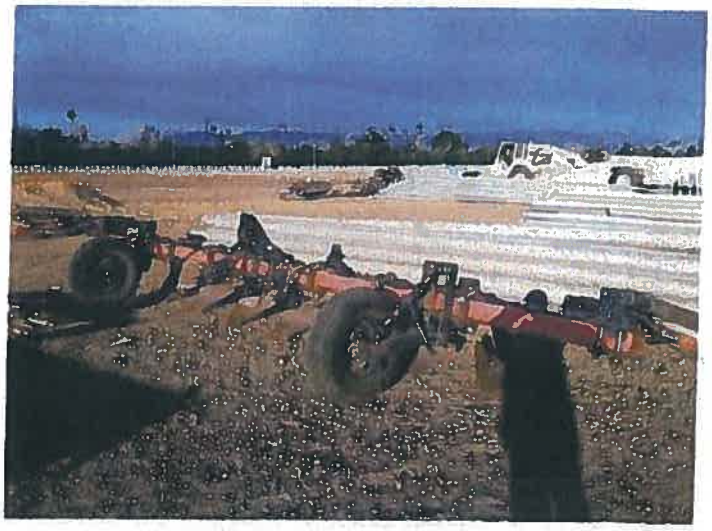
#16 Oval plastic main lines

#16 Oval plastic main lines

#17 Market furnishings

# Foundation equipment now property of Asylum 4

#17 Market furnishings



#18 3-point lister

#19 3- point cultivator and blades

#20 Above ground irrigation pipes and fittings

#20 Above ground irrigation pipes and fittings

**Asylum owned equipment salvaged from college 2007 scrap pile**

# 21 (part A) **Cub tractor 1**

# 21 (part B) **Cub tractor 2**

# 21 (part C) **Cub tractor 3**

# 21 (part D) **Cub tractor 4**

# Asylum owned equipment salvaged from parking lot 8

#22 Old Wooden trailer

#23 Old Bailer

#24 Old Spring Harrow

# Foundation equipment, now property of Asylum #5

# 25 (part A) **Kubota tractor**

**Kubota tractor implements**

# 25 (part B)

# EXHIBIT B

# Foundation equipment now, property of Asylum #1

#1 Disc (part A)

#1 Disc (part B)

#2 3-point ripper (damaged)

#3 3-point shreader

#4 3-point universal transplanter

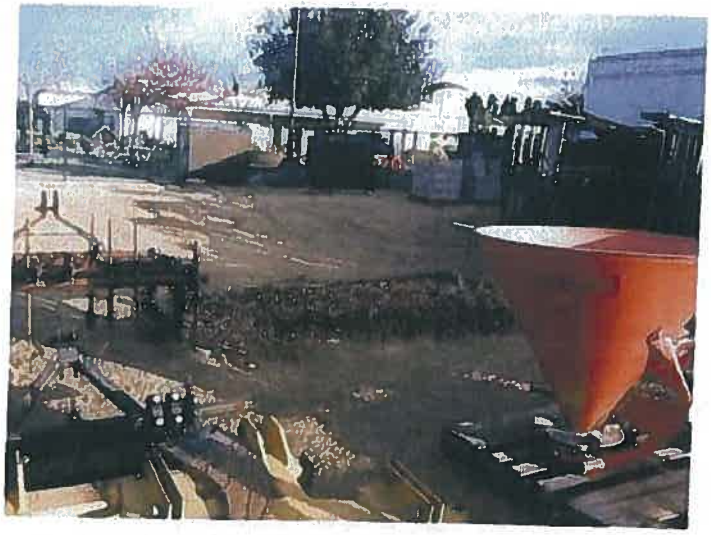
#5 3-point Cole seeder

# Foundation equipment, now property of Asylum 2

#6 3-point tape extractor

#7 3-point tape injector

#8 3-point tape retrieval unit



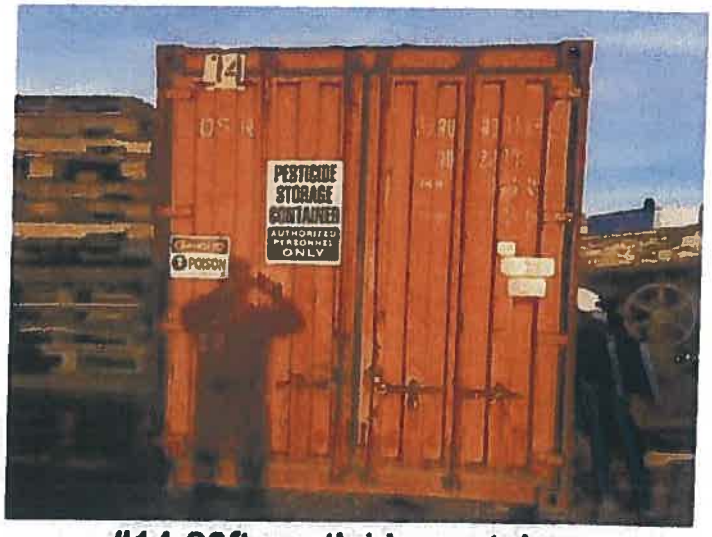
#9 & # 10 3-point broadcast seeder and blanket harrow

#11 JD Towable scraper

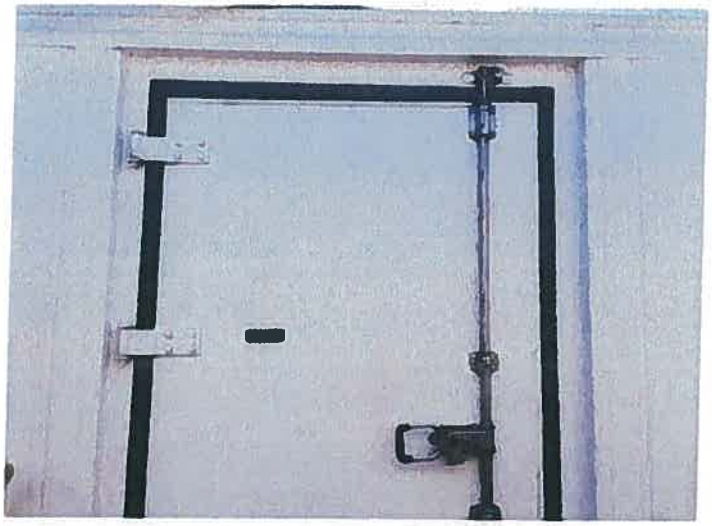
#12 40ft container

# Foundation equipment, now property of Asylum 3

#13 20ft container




#14 20ft pesticide container



#15 20ft refrigerated container

#16 Oval plastic main lines

#16 Oval plastic main lines

#17 Market furnishings

# Foundation equipment now property of Asylum 4

#17 Market furnishings

#18 3-point lister

#19 3- point cultivator and blades

#20 Above ground irrigation pipes and fittings

#20 Above ground irrigation pipes and fittings

**Asylum owned equipment salvaged from college 2007 scrap pile**

# 21 (part A) **Cub tractor 1**

# 21 (part B) **Cub tractor 2**

# 21 (part C) **Cub tractor 3**

# 21 (part D) **Cub tractor 4**

# Asylum owned equipment salvaged from parking lot 8

#22 Old Wooden trailer

#23 Old Bailer

#24 Old Spring Harrow

# Foundation equipment, now property of Asylum #5

# 25 (part A) **Kubota tractor**

**Kubota tractor implements**

# 25 (part B)

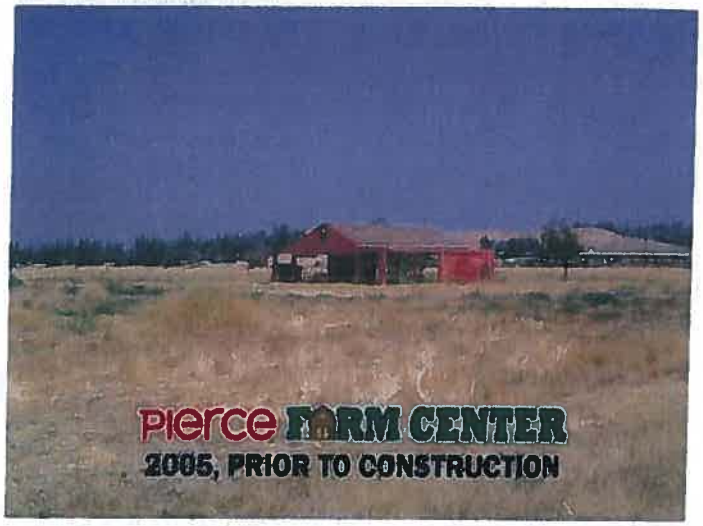
# EXHIBIT C

## College Property not to be removed by Asylum

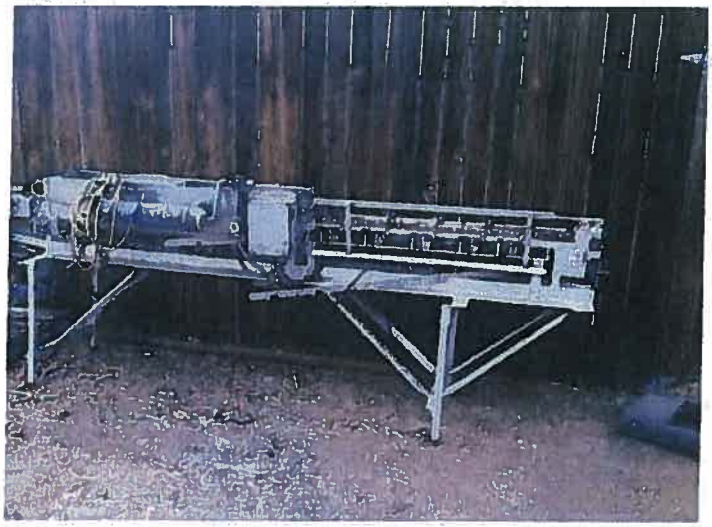
#1 Front 200 amp CTS power pole and white plastic fence

#2 Modular Building

#3 (part A)Farm Stand (original structure)




#3 (part B)Farm Stand (original structure)



#4 Egg processing machine

#5 5 point Field Ripper

#6 Steam Tractor

#7 New Holland trailer

# EXHIBIT D

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and state bar number, and address):
JOHN H. HOLLOWAY, Bar No. 181190
BEST BEST & KRIEGER LLP
300 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

TELEPHONE NO.: (213) 617-8100 FAX NO. (Optional): (213) 617-7480
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Plaintiff Los Angeles Community College District

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 1725 Main Street
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Monica, CA 90401
BRANCH NAME:

PLAINTIFF: Los Angeles Community College District

DEFENDANT: Asylum Productions, Inc.

**STIPULATION FOR ENTRY OF JUDGMENT**
**(Unlawful Detainer)**

CASE NUMBER: SC121410

1. IT IS STIPULATED by plaintiff *(name each)*: Los Angeles Community College District, a political subdivision of the State of California and defendant *(name each)*: Asylum Productions, Inc., a California corporation

2. ☒ Plaintiff ☐ Defendant *(specify name)*: is awarded
   a. ☒ possession of the premises located at *(street address, apartment number, city, and county)*: 20800 Victory Boulevard in the City of Woodland Hills, California
   b. ☐ cancellation of the rental agreement. ☒ forfeiture of the lease.
   c. ☐ past due rent $
   d. ☐ total holdover damages $
   e. ☐ attorney fees $
   f. ☒ costs $ 435.00
   g. ☐ deposit of $ ☐ See item 3.
   h. ☐ other *(specify)*:
   i. Total $ to be paid by ☐ *(date)*: ☐ installment payments (see item 5)

3. ☐ Deposit. If not awarded under item 2g, then plaintiff must
   a. ☐ return deposit of $ to defendant by *(date)*:
   b. ☐ give an itemized deposit statement to defendant within three weeks after defendant vacates the premises (Civ. Code, § 1950.5).
   c. ☐ mail the ☐ deposit ☐ itemized statement to the defendant at *(mailing address)*:

4. ☐ A writ of possession will issue immediately, but there will be no lockout before *(date)*:

5. ☐ AGREEMENT FOR INSTALLMENT PAYMENTS
   a. Defendant agrees to pay $ on the *(specify day)* day of each month beginning on *(specify date)* until paid in full.
   b. If any payment is more than *(specify)* days late, the entire amount in item 2i will become immediately due and payable plus interest at the legal rate.

6. a. ☐ Judgment will be entered now.
   b. ☐ Judgment will be entered only upon default of payment of the amount in item 2i or the payment arrangement in item 5a. The case is calendared for dismissal on *(date and time)* in department *(specify)* unless plaintiff or defendant otherwise notifies the court.
   c. ☐ Judgment will be entered as stated in *Judgment —Unlawful Detainer Attachment* (form UD-110S), which is attached.
   d. ☒ Judgment will be entered as stated in item 7.



Form Approved for Optional Use
Judicial Council of California
UD-115 [New January 1, 2003]



Code of Civil Procedure, § 664.6

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| PLAINTIFF: Los Angeles Community College District<br>DEFENDANT: Asylum Productions, Inc. | CASE NUMBER:<br>SC121410 |
|---|---|

7. ☒ Plaintiff and defendant further stipulate as follows *(specify)*:
Judgment will be entered now. A writ of possession will not issue before April 16, 2015.

8. a. **The parties named in item 1 understand that they have the right to (1) have an attorney present and (2) receive notice of and have a court hearing about any default in the terms of this stipulation.**

b. Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on *Attachment* 8b (form MC-025).

c. Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF DEFENDANT OR ATTORNEY)

☐ Continued on *Attachment* 8c (form MC-025).

9. IT IS SO ORDERED.

Date:

JUDICIAL OFFICER



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