

LAND TITLE TRUST AGREEMENT

This Land Title Trust Agreement (the "Trust Agreement") is dated as of August __, 1999, by and among the **CITY OF BURBANK**, a municipal corporation (the "City"), the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity formed pursuant to the California Joint Exercise of Powers Act (the "Authority") and **SECURITY TRUST COMPANY**, a California corporation (the "Trustee").

RECITALS

A. On June 25, 1999, judgment was entered in *Burbank-Glendale-Pasadena Airport Authority v. Lockheed Corporation, et al*, Los Angeles County Superior Court Case No. BC 155222 (the "Condemnation Action"), an eminent domain proceeding filed by the Authority to condemn for public use the real property described in Exhibit "A-1" (the "B-6 Property").

B. On August __, 1999, the City and the Authority executed an Escrow Agreement, a copy of which is attached hereto as Exhibit "B" (the "Escrow Agreement"). The purposes of the Escrow Agreement are set forth in Recital F to the Escrow Agreement.

C. On August __, 1999, the City and the Authority executed the attached Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Adjacent Property Easement"; Exhibit "C"), and the attached Grant of Easements, Declaration of Use Restrictions and Agreement for Trust Property (the "Trust Property Easement"; Exhibit "D") (collectively, the "Easement Agreements"). The Adjacent Property Easement will become effective concurrently with recordation of a Final Order of Condemnation in the Condemnation Action acceptable to the Authority and the City. A proposed final order acceptable to the City and the Authority ("Final Order") is attached hereto as Exhibit "E". The Trust Property Easement will be executed by the Trustee as provided for herein and become effective concurrently with recordation of the Final Order. The Easement Agreements create use restrictions and easements on the B-6 Property in favor of the City.

D. The City and the Authority have delivered originals of the executed Escrow Agreement and the Easement Agreements to the Trustee.

E. The parties intend that immediately upon entry of the Final Order, the Authority shall deliver a certified copy of the Final Order to the Trustee, who shall, immediately upon receiving the Final Order, cause the Final Order, the Adjacent Property Easement, the Trust Property Easement, and the Memorandum of Option provided for herein, to be recorded, in that order and without intervention of any other document, in the official land title records of Los Angeles County, California. Section 3 of the Escrow Agreement provides that "Title" (as defined below) to a portion of the B-6 Property, which portion is legally described in Exhibit "A-2" (the "Trust Property"), shall vest in

the Trustee, subject to and in accordance with the terms of the Trust Property Easement, upon recordation of a certified copy of the Final Order and Trust Property Easement.

F. The parties intend that the Trustee shall acquire Title to the Trust Property pursuant to the Final Order and shall hold Title to the Trust Property, for the benefit of the Authority, subject to and in accordance with the terms of the Trust Property Easement and solely for the purposes set forth in the Escrow Agreement, until Title to the Trust Property is either conveyed to the Authority or is sold and conveyed to the City or to an unrelated third party as provided in the Escrow Agreement and in this Trust Agreement.

G. As used herein, "Development Agreement" means a development agreement governing the use of the B-6 Property that has been executed by the City and the Authority. "Final Development Agreement" means a Development Agreement as to which all periods for any legal challenges have expired without any challenge having been made or, if a legal challenge has been made, either (i) the challenge has failed or (ii) the Development Agreement has been finally upheld by a court of competent jurisdiction as valid and fully enforceable in accordance with its terms and all appeals have been finally exhausted.

H. As used herein, "Title" means all of the right, title and interest in the Trust Property conveyed to the Trustee upon recordation of a certified copy of the Final Order.

A G R E E M E N T

THEREFORE, the parties agree as follows:

1. Transfer of Title to the Trustee; Execution of Easement Agreements; Preservation of Authority Rights. By execution of this Trust Agreement, the Trustee certifies that the Trustee has received originals of the Escrow Agreement, the Adjacent Property Easement, and the Trust Property Easement executed by the City and the Authority. Upon the execution of this Trust Agreement, the Trustee shall execute and acknowledge the Trust Property Easement, and deliver copies of the fully executed Trust Property Easement to the City and the Authority. Upon entry of the Final Order, the Authority shall immediately deliver to the Trustee a certified copy of the Final Order. Upon receipt of the Final Order, the Trustee shall immediately cause the Final Order, the Adjacent Property Easement, the Trust Property Easement, and the Memorandum of Option provided for in Section 6.2.4 below, to be recorded in the official land title records of Los Angeles County, California, in that order and without the intervention of any other document. Upon recordation of the certified copy of the Final Order and the Trust Property Easement, Title to the Trust Property, subject to the Trust Property Easement, shall vest in the Trustee, which shall be held by the Trustee for the benefit of the Authority until the first to occur of (a) conveyance of Title, subject to the Trust Property Easement, to the Authority as provided in Section 6.1 or (b) conveyance of Title, subject to the Trust Property Easement, to the City or to a party unrelated to the City or the Authority as provided in Section 6.2. Subject to the rights of the City created under the Easement Agreements and Escrow Agreement, the parties intend to preserve in

favor of the Authority all rights, remedies and defenses accruing or available to it as the condemnor of the B-6 Property in the Condemnation Action, including, without limitation, any that arise or are available to a condemnor under state or federal environmental laws.

2. Limited Nature of Trust and Role of Trustee. The sole purpose of this Trust Agreement and the sole role of the Trustee is to hold Title to the Trust Property and to transfer Title to the Trust Property as provided in Section 6 of this Trust Agreement, in both cases subject to and in accordance with the terms of the Trust Property Easement. The Trustee shall have no authority or power to take any action to affect Title or to transfer any right, title or interest in the Trust Property, except as provided herein. The Trustee shall have no economic interest in or right to income or sales proceeds from the Trust Property and, upon any sale of the Trust Property to the City or to any third party, the Authority shall be entitled to receive all proceeds of sale. The Trustee and the City shall instruct any escrow holder involved in the sale of the Trust Property to the City or to any third party to disburse all proceeds from the sale of the Trust Property to the Authority.

3. Action Upon Joint Written Instructions or Court Instructions. In any case in which it is necessary for the Trustee to take an action other than to transfer Title to the Trust Property in accordance with Section 6 of this Trust Agreement, the Trustee shall act only upon (a) the express authorization in this Trust Agreement, (b) the joint written instructions of the Authority and the City or (c) the instructions of a Court having jurisdiction of the Trust Property and the parties. If the City and the Authority cannot agree upon joint written instructions to the Trustee as to any matter where such instructions are requested by the Trustee, the Trustee shall have the right to seek instructions from the Court in any action or proceeding brought by the Trustee for such purpose, and the Trustee shall have no liability to the Authority or to the City as a result of seeking or following the Court's instructions. The Trustee shall have no authority or power to take any action that could encumber or otherwise adversely affect the condition of Title or the marketability of the Trust Property, or that could result in any liability to the Authority or to the City, unless in either case expressly authorized to do so by joint written instructions of the Authority and the City or by order of Court.

4. Exculpation and Indemnity of Trustee. The Trustee shall have no duty, obligation or liability relating to or arising from the Trust Property and, as among the parties, the Authority shall be solely responsible for all liabilities and obligations arising during the period the Trustee holds Title to the Trust Property, subject to all available rights of indemnity and contribution, including such responsibilities and duties of Lockheed as have been established or preserved in the Condemnation Action or otherwise. The City and the Authority agree that as a material inducement to the Trustee to enter into this Agreement, neither the City nor the Authority, jointly or severally, shall have any cause of action or right to sue the Trustee based upon any act or omission of the Trustee, solely excepting (a) the Trustee's failure to transfer Title to the Trust Property when required to do so under the terms of this Trust Agreement, (b) the Trustee's failure to follow the joint written instructions of the Authority and the City, or (c) the Trustee's

failure to follow the Court's instructions after the Trustee seeks and receives those instructions. The Authority shall indemnify, hold harmless and defend, with counsel selected by the Trustee and reasonably approved by the Authority, the Trustee and its officers, directors, shareholders, members and/or partners, from and against any claim, suit, proceeding, obligation or liability brought, made or asserted by any person, firm or entity arising out of, related to, or based upon this Trust Agreement, the holding of Title to the Trust Property by the Trustee, the conveyance of Title to the Authority, or the relationship of the parties.

5. Fees and Expenses of Trustee. The Authority shall pay the fee of the Trustee described below and all reasonable out-of-pocket expenses incurred after the date of execution of this Trust Agreement by the Trustee in the performance of its obligations hereunder. The Trustee's annual fee for performance of its obligations hereunder shall be \$2,000. The first annual fee of the Trustee shall be payable and fully earned upon execution of this Trust Agreement and, thereafter, the Trustee's annual fee shall be payable and fully earned on each annual anniversary of the date of this Trust Agreement. The Trustee's fee set forth above shall include all out-of-pocket expenses of the Trustee incurred prior to the date of execution of this Trust Agreement, including any attorneys' fees incurred by the Trustee in connection with the preparation and review of this Trust Agreement.

6. Conveyance of Title to the Trust Property; Title Insurance.

6.1. Conveyance to Authority. Upon the receipt by the Trustee from the City of an Acknowledgement of Development Approval executed and acknowledged by the City in the form attached hereto as Exhibit "F-1" or a Notice of Election to Proceed Under Development Agreement as Modified, executed and acknowledged by the City in the form attached hereto as Exhibit "F-2", and only upon the receipt of such Acknowledgement of Development Approval or Notice of Election to Proceed Under Development Agreement as Modified, the Trustee shall record the Acknowledgement of Development Approval or the Notice of Election to Proceed Under Development Agreement as Modified and shall execute, acknowledge and record a grant deed conveying to the Authority Title to the Trust Property, subject to and in accordance with the terms of the Trust Property Easement, which grant deed shall be in the form of Exhibit "G". Concurrently therewith, the City shall execute, acknowledge and deliver to the Trustee and the Trustee shall record an appropriate instrument modifying, releasing or terminating the applicable provisions of the Trust Property Easement, as provided in Section 7 of the Trust Property Easement.

6.2. Conveyance to City or Third Party(ies).

6.2.1. Failure to Execute a Development Agreement. The Escrow Agreement provides that, in the event that the City and the Authority do not execute a Development Agreement, on or prior to May 24, 2000, or within such additional time as may be agreed in writing signed by the City and the Authority, the City and the Authority shall execute and acknowledge a Notice of Failure to Execute a Development Agreement

in the form attached hereto as Exhibit "F-3". Upon receipt of the executed Notice of Failure to Execute a Development Agreement, the Trustee shall record the Notice of Failure to Execute a Development Agreement and shall have no power or authority to sell or convey Title or any portion of the Trust Property to the Authority, and the Trustee shall sell and convey Title to the Trust Property in one or more transactions either (a) to the City, pursuant to its option to purchase all or a portion of the Trust Property as provided in Section 6.2.4, or (b) to one or more parties unrelated to the Authority or the City as provided in Section 6.2.6. The sole role and responsibility of the Trustee in connection with any such sale shall be (i) to execute, acknowledge and record an Easement Deed and Agreement in favor of the Authority in the form attached hereto as Exhibit "H" (the "Avigation Easement"); (ii) to execute, acknowledge and record, jointly with the Authority and at the sole cost and expense of the Authority, a grant deed conveying Title to the Trust Property to the purchaser or purchasers of the Trust Property, subject to the terms of the Trust Property Easement, the Avigation Easement, the Conditions to Title and the Survey, as defined herein; and (iii) to instruct, jointly with the City and the Authority, any escrow holder involved in the sale transaction to pay all net proceeds from the sale to the Authority. Concurrently therewith, the City shall execute, acknowledge and deliver to the Trustee and the Trustee shall record an appropriate instrument modifying, releasing or terminating the applicable provisions of the Trust Property Easement, except as provided in Section 7.4 of the Trust Property Easement. The Trustee shall not be responsible for nor concerned with the preparation or content of (i) any agreement of purchase and sale, which, subject to the City's option rights under Sections 6.2.4 and 6.2.5, shall be upon such terms as the Authority shall determine in its sole discretion and which shall be the sole responsibility and obligation of the Authority; (ii) the grant deed, which shall be in the form of Exhibit "G" modified to designate the City or other unrelated third party as grantee, and which the Trustee shall execute conveying Title to the Trust Property solely in its capacity as holder of Title and only as provided under the terms of this Trust Agreement; or (iii) the Avigation Easement, which the Trustee shall execute solely in its capacity as holder of Title to the Trust Property. In taking any actions under this Section 6.2.1 that are not expressly authorized, the Trustee shall act only upon joint written instructions of the City and the Authority or instructions of the Court as provided in Section 3 above.

6.2.2. Invalidation of Development Agreement. The Escrow Agreement provides that, in the event the City and the Authority execute a Development Agreement and a court of competent jurisdiction invalidates the Development Agreement or any term thereof, unless the City elects in its sole, unfettered and absolute discretion to proceed under a Development Agreement as modified by a court of competent jurisdiction and executes and delivers to the Trustee a Notice of Election to Proceed Under Development Agreement as Modified, upon exhaustion of all appeals, the City and the Authority shall execute a Notice of Invalidation of Development Agreement in the form attached hereto as Exhibit "F-4", and shall transmit signed originals thereof to the City, Authority and to the Trustee. Upon receipt of the Notice of Invalidation of Development Agreement, the Trustee shall proceed in the same manner as required upon receipt of a Notice of Failure to Execute a Development Agreement, as set forth in Section 6.2.1, above.

6.2.3. Preliminary Title Report and Survey for Trust Property.

Within 15 days following receipt of a Notice of Failure to Execute a Development Agreement under Section 6.2.1 or a Notice of Invalidation of Development Agreement under Section 6.2.2, the Authority shall obtain and deliver copies to the Trustee and City of: (i) a preliminary title report from the Trustee's affiliated licensed title insurer, or a date-down of a title report previously obtained by the Authority (the "Title Report"), showing Title to the Trust Property vested in the Trustee and setting forth all liens, encumbrances and other exceptions to Title (the "Conditions of Title"); and (ii) an A.L.T.A./A.C.S.M. Urban survey, including all optional items, of the Trust Property, performed by a licensed land surveyor, or a date-down of a survey previously obtained by the Authority (the "Survey").

6.2.4. City Option to Purchase Trust Property. Effective upon the recordation of a certified copy of the Final Order and the acquisition of Title to the Trust Property by the Trustee, the Authority and the Trustee grant to the City an exclusive option to purchase all or any portion of the parcels comprising the Trust Property, such option to be exercised by written notice delivered by the City to the Trustee, with a copy to the Authority, within sixty (60) days following the delivery of a Notice of Failure to Execute a Development Agreement or a Notice of Invalidation of Development Agreement to the Trustee (the "Acquisition Notice"). The Acquisition Notice shall identify all portions of the Trust Property the City elects to acquire. The City shall have the right in its sole and absolute discretion, in the Acquisition Notice or at any time prior to conveyance of the Trust Property, to assign this option and all of its rights thereunder to the Burbank Redevelopment Agency. Promptly upon execution of this Trust Agreement, the Authority, the Trustee and the City shall execute, acknowledge and deliver to the Trustee for recordation, a Memorandum of Option in the form attached hereto as Exhibit "I". The Trustee shall record the Memorandum of Option, immediately following the recordation of a certified copy of the Final Order, the Adjacent Property Easement, and the Trust Property Easement, and without the intervention of any other document, in the Official Records of Los Angeles County. The City's option shall expire and be of no force and effect on the first to occur of (a) the end of the 60th day following the delivery of a Notice of Failure to Execute a Development Agreement, (b) the delivery by the City of either a Notice of Acknowledgement of Development Approval or Notice of Election to Proceed Under Development Agreement as Modified, or (c) August 24, 2019. Upon expiration of the City's option, the City shall promptly execute, acknowledge and deliver to the Trustee and the Trustee shall record a quitclaim deed applicable to the City's option.

6.2.5. Valuation of Trust Property to be Acquired by City. If the City timely exercises the option provided for in Section 6.2.4, and if the City and the Authority are unable to agree on the Purchase Price, as defined herein, for the property described in the Acquisition Notice within thirty (30) days of delivery of the Acquisition Notice, the Purchase Price for such property shall be determined in an arbitration before a single arbitrator under the Rules for the Real Estate Industry of the American Arbitration Association, including the rules for selecting an arbitrator. The arbitrator shall be a

licensed appraiser and a Member of the Appraisal Institute, having at least 5 years experience in valuing commercial and industrial property in the County of Los Angeles. The City and the Authority shall use their best efforts to conclude the arbitration within thirty (30) days after the arbitrator is selected. The City and the Authority shall each be entitled to present appraisals and other relevant valuation evidence in order to establish the Purchase Price of the property described in the Acquisition Notice. The City and the Authority shall each bear their own costs and attorneys' fees in connection with such arbitration. The arbitrator shall determine and set forth in writing the Purchase Price of the property described in the Acquisition Notice, which shall be equal to the sum of (i) the fair market value of the property described in the Acquisition Notice, subject to all matters set forth in the Survey and the Conditions to Title set forth in the Title Report, except that the arbitrator shall assume that the Trust Property Easement will be terminated by the City except for the provisions of Section 7.4 of the Trust Property Easement, and (ii) the diminution, if any, in the fair market value of any remainder of the Trust Property resulting from the City's acquisition of the property described in the Acquisition Notice. The arbitrator's determination shall be final and binding between the City and the Authority and shall establish the Purchase Price to be paid by City for the property described in the Acquisition Notice; provided, however, that within thirty (30) days of the arbitrator's determination, City may elect in its sole discretion to rescind the Acquisition Notice by delivering notice in writing to the Trustee, in which event the City's option shall be of no further force and effect, the City shall promptly execute, acknowledge and deliver to the Trustee and the Trustee shall record a quitclaim deed applicable to the City's option, the Trust Property shall be sold by the Trustee to one or more parties unrelated to the City or the Authority, and upon such sale the City shall execute, acknowledge and provide to the Trustee for recordation an appropriate instrument modifying, releasing or terminating the applicable provisions of the Trust Property Easement, except as provided in Section 7.4 of the Trust Property Easement. If the City does not timely rescind the Acquisition Notice following the determination of the arbitrator, the property described in the Acquisition Notice shall be conveyed by the Trustee to the City for the Purchase Price determined by the arbitrator, by grant deed subject only to the Trust Property Easement, the Avigation Easement, the Conditions of Title and the matters disclosed by the Survey.

6.2.6. Sale to Third Party(ies). Following receipt of Notice of Failure to Execute a Development Agreement under Section 6.2.1 or Notice of Invalidation of Development Agreement under Section 6.2.2, the Trustee shall convey Title to any portion of the Trust Property not acquired by the City pursuant to the option and Acquisition Notice provided for in Section 6.2.4 and 6.2.5, to a party or parties unrelated to the Authority or the City, in one or more transactions, by grant deed subject only to the Trust Property Easement, the Avigation Easement, the Conditions of Title, and the matters disclosed by the Survey.

6.3 Title Insurance. The Trustee's title insurance company affiliate shall have the exclusive right to provide title insurance as required by the Authority or the City or provided by the Authority or the City to any third party, unless the third party is unwilling to accept title insurance from the Trustee's title insurance company affiliate, in

connection with any transfer of Title to or sale of the Trust Property. All premiums for title insurance coverage shall be reasonable and customary and competitive with other major title insurers in Los Angeles County.

7. Authority's Right to Possess and Occupy the Trust Property. The Authority shall have the right to possess and occupy the Trust Property as permitted pursuant to the July 9, 1997 Stipulated Order of the Los Angeles County Superior Court in *City of Burbank v. Burbank-Glendale-Pasadena Airport Authority*, Case. No. EC 022341 (the "1997 Stipulated Order"), a copy of which is attached hereto as Exhibit "J", provided that notwithstanding any uses permitted under the 1997 Stipulated Order, no portion of the Trust Property shall be used for expansion or enlargement of the Airport or for any structure, construction or development project to expand or enlarge the Airport unless and until a Final Development Agreement has been concluded and all preconditions set forth in the Final Development Agreement to any structure, construction or development have been achieved by the Authority. Except as provided in the preceding sentence, the Trustee shall have the sole right to occupy and possess the Trust Property to the exclusion of all others.

8. Termination of Trust. The obligations and duties of the Trustee and the trust created under this Trust Agreement shall terminate upon the conveyance of Title to the Trust Property by the Trustee to the Authority, the City or to a third party, as the case may be, in accordance with the terms of this Trust Agreement. Notwithstanding such termination, the provisions of Section 4 shall survive termination of this Trust Agreement.

9. Additional Trust Agreement Provisions. Attached hereto as Exhibit "K" are additional Trust Agreement provisions applicable to this Trust Agreement and to the Trustee. In the event of any conflict between the provisions of Exhibit "K" and the other provisions of this Trust Agreement, the other provisions of this Trust Agreement shall control the interpretation of this Trust Agreement and the relationship, duties and liabilities of the parties.

10. General Provisions.

10.1 Authority. Each party to this Trust Agreement represents and warrants to the others that the person(s) who execute this Agreement and any other instruments required under this Agreement on behalf of the City, the Authority, or the Trustee, respectively, have been, or will be as of the date of execution, duly authorized to execute the same on the City's, the Authority's or the Trustee's behalf, as appropriate, and no other persons are required to execute this Agreement and other instruments required under this Agreement on behalf of the City, the Authority or the Trustee.

10.2 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

10.3 Attorneys' Fees. In any action or proceeding between or among the parties seeking enforcement or interpretation of any of the terms and provisions of this Trust Agreement, the prevailing party in such action or proceeding shall be awarded, in addition to taxable costs, damages, injunctive or other relief, its actual costs and expenses incurred in that action or proceeding including, but not limited to, its reasonable attorneys' fees. The non-prevailing party shall be responsible for the reasonable fees and costs incurred by the Trustee, including, but not limited to, the Trustee's reasonable attorneys' fees.

10.4 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, or sent by registered or certified mail, postage prepaid, return receipt requested, or overnight courier, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by United States Post Office, or (c) if given by overnight courier, upon receipt by the person to receive such notice.

If to City:

City of Burbank
275 East Olive Ave.
Burbank, CA 91505
Attn: Mayor and City Manager

With a copy to:

Cutler & Stanfield, L.L.P.
1675 Broadway
Denver, CO 80202
Attn: Peter J. Kirsch, Esq.

If to Authority:

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: President

With copies to:

McDermott, Will & Emery
2049 Century Park East, 34th Floor
Los Angeles, CA 90067
Attn: Lee L. Blackman, Esq.

And:

Arnold & Porter
777 S. Figueroa Street, 44th Floor
Los Angeles, CA 90017
Attn: Richard C. Smith, Esq.

If to the Trustee:

Security Trust Company
P.O. Box 121589 (for mail only), San Diego, CA 92112
401 B Street, Suite 900 (for delivery)
San Diego, CA 92101
Attn: J.Paul Spring, President

Notice of change of address shall be given by written notice in the manner detailed in this Section 10.4. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent.

10.5 Entire Agreement. This Agreement, including the exhibits, contains the entire and complete agreement of the parties with respect to the matters contained in this Agreement. All prior or contemporaneous agreements or understandings, oral or written, are merged in this Agreement and shall not be effective for any purpose. No provision of this Agreement may be amended or modified except by an agreement, in writing, signed by the parties or their respective successors-in-interest and expressly stating that it is an amendment of this Agreement.

10.6 Governing Law. This Agreement is executed in and shall be governed by the laws of the State of California without giving effect to the conflict of laws provisions thereof.

10.7 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. Pacific time on such date or dates and references to "days" shall refer to calendar days; provided, however, in the event that any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last, unless the last is a Saturday, Sunday or legal holiday under the laws of the State of California, and then it is also so excluded.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes.

10.9 Assignment; Successors. Except as to the right of City to assign its option to the Burbank Redevelopment Agency provided in Section 6.2.4, this Trust Agreement and any rights hereunder shall not be assignable by any party, including the Burbank Redevelopment Agency or other permitted assignee, without the prior written consent of the other parties, which consent may be withheld in the sole discretion of a party. Subject to that limitation, this Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.

10.10 Further Assurances. From time to time, each party shall execute and deliver such further instruments and shall take such other action as any other party may reasonably request in order to discharge and perform their obligations and agreements hereunder.

10.11. Third Party Beneficiaries. Nothing in this Agreement shall be for the benefit of anyone not a party to this Agreement.

10.12 Enforcement. Any violation or threatened violation of this Trust Agreement may be enjoined by a court of competent jurisdiction, in addition to and not exclusive of all other remedies available at law or in equity to any party or person entitled to enforce this Trust Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Trust Agreement as of the date first written above.

City

CITY OF BURBANK,
a municipal corporation

By: _____

Its: Mayor

Authority

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,** a public entity
formed pursuant to the California Joint Exercise
of Powers Act

By: _____

Its: President

Trustee

SECURITY TRUST COMPANY,
a California corporation

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A-1

Description of B-6 Property

EXHIBIT A-2

Description of Trust Property

EXHIBIT B

Escrow Agreement

OMITTED TO AVOID DUPLICATION

EXHIBIT C

**Grant of Easements, Declaration of Use Restrictions and Agreement
for the Adjacent Property**

EXHIBIT D

**Grant of Easements, Declaration of Use Restrictions and Agreement
for the Trust Property**

EXHIBIT E

Final Order

EXHIBIT F-1

Acknowledgement of Development Approval

EXHIBIT F-2

Notice of Election to Proceed Under Development Agreement as Modified

EXHIBIT F-3

Notice of Failure to Execute a Development Agreement

EXHIBIT F-4

Notice of Invalidation of Development Agreement

EXHIBIT G

Grant Deed

EXHIBIT H

Avigation Easement

EXHIBIT I

Memorandum of Option

EXHIBIT J

1997 Stipulated Order

EXHIBIT K

Additional Trust Provisions

[None at this time; Trustee may request standard provisions
subject to approval of parties]