

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“AGREEMENT”) dated as of June 3, 2025, is made by and between THE CITY OF HAWTHORNE, a municipal corporation (“MASTER LANDLORD”), and HAWTHORNE GREEN LLC, a California limited liability company (“BUYER”), who agree as follows:

1. Background.

- A. **MGL.** MASTER LANDLORD is the owner of the municipal airport commonly known as the "Hawthorne Municipal Airport- Jack Northrup Field" generally (the “AIRPORT”), including the portion commonly referred to as Hangar 42, (the “HANGAR”), located in the City of Hawthorne, County of Los Angeles, California. The HANGAR is subject to a certain Master Ground Lease (hereinafter referred to as the “MGL”) between the MASTER LANDLORD, as landlord, and Hawthorne Airport, LLC, a Delaware limited liability company, as tenant.
- B. **Purchase and Sale Agreement.** 395 Park Place, LLC, a California limited liability company (“SELLER”) and BUYER are contemporaneously entering into a Purchase And Sale Agreement, and concurrently entering into a ground sublease (the “SUBLEASE”) of the premises on which the HANGAR will be located (the “SUBLEASED PREMISES”) as part of the transaction.
- C. **Purpose.** The MASTER LANDLORD and BUYER desire to assure BUYER's possession of the HANGAR upon the terms and conditions therein mentioned, irrespective of a termination of the MGL.

- 2. **Consent.** MASTER LANDLORD consents to the execution and delivery of the Sublease in the form attached hereto as Exhibit "1". MASTER LANDLORD acknowledges and agrees that BUYER will be afforded all of the rights to use the AIRPORT as may be appurtenant to the SUBLEASED PREMISES consistent with the terms of the MGL, which include a non-exclusive right to use the COMMON AREAS (as defined in the MGL) as reasonably necessary for the continued use and enjoyment of the Subleased Premises as permitted hereunder.

3. Continuation of Sublease.

- A. **Continuation.** If the current term of the MGL shall terminate before the expiration of the term of the Sublease, for any reason other than condemnation, fire or other damage to the HANGAR, then, subject to the conditions set forth in Section 3.B below, the Sublease, if

then in existence, shall continue as a lease between MASTER LANDLORD as landlord, and BUYER, as tenant, with the same force and effect as if MASTER LANDLORD, as landlord, and BUYER, as tenant, had entered into a lease as of the date of the termination of the MGL, containing the same terms, covenants and conditions as those contained in the sublease for a term equal to the unexpired term of the SUBLEASE.

- B. **Conditions.** As provided in Section 16.2.2 of the MGL, the continuation of the SUBLEASE shall occur only if at the time of the termination of the MGL: (i) not more than two months' rent under the SUBLEASE shall have been prepaid, (ii) no default shall exist under the SUBLEASE which at such time would then permit the SELLER or MASTER LANDLORD under the SUBLEASE to terminate or to terminate any dispossession remedy under the SUBLEASE, and (iii) BUYER shall deliver to MASTER LANDLORD an instrument confirming the agreement of BUYER to attorn to MASTER LANDLORD and to recognize MASTER LANDLORD as BUYER's landlord under the SUBLEASE.
 - C. **Rights Limited to BUYER and BUYER's Assignee.** The rights under this Section 3 shall inure to the benefit of BUYER and any assignee of BUYER who assumes the obligations of BUYER under the SUBLEASE.
 - D. **Curing SELLER Default.** Any option which shall be or become vested in BUYER to cancel the SUBLEASE, because of default of SELLER, shall be ineffective unless BUYER shall give MASTER LANDLORD notice of such default, and MASTER LANDLORD shall fail to cure such default within the time and in the manner, SELLER would have been authorized to do had SELLER simultaneously received such notice. The provisions of this paragraph shall apply to any default occurring before or after the termination of the MGL.
4. **Attornment.** From and after any termination of the MGL:
- A. BUYER will attorn to MASTER LANDLORD, and MASTER LANDLORD will accept such attornment.
 - B. MASTER LANDLORD will have the same remedies by entry, action or otherwise of the nonperformance of any agreement contained in the SUBLEASE for the recovery of rent, for the commission of any waste or for any cause of forfeiture which SELLER had or would have had if the MGL had not been terminated.
 - C. From and after the time of such attornment, BUYER shall have the same remedies against MASTER LANDLORD for the breach of an agreement contained in the SUBLEASE that BUYER might have had against SELLER if the MGL had not been terminated, except that

MASTER LANDLORD shall not be (i) liable for any act or omission of SELLER, (ii) subject to any offsets or defenses which BUYER might have against SELLER, or (iii) bound by any rent or additional rent which BUYER might have paid in advance to SELLER.

5. **Amendments**. Neither BUYER nor its successors or assigns shall enter into any agreement with shall surrender, merge, or modify in any material respect the SUBLEASE without MASTER LANDLORD's consent. Any agreement made in contravention to the provisions of this Section 5 shall be of no force or effect as to MASTER LANDLORD.
6. **Definition of MASTER LANDLORD**. The term "MASTER LANDLORD" as used in this Agreement means only the owner for the time being of the AIRPORT, so that in the event of any sale or other transfer of the AIRPORT, MASTER LANDLORD shall be and thereby is entirely freed and relieved of all covenants and obligations of the MASTER LANDLORD under this AGREEMENT so long as MASTER LANDLORD's successor assumes the obligations of MASTER LANDLORD under this AGREEMENT. The provisions of this AGREEMENT, however, shall bind any subsequent owner of the AIRPORT.
7. **Notices**. Any notices relating to this AGREEMENT shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally by generally recognized overnight courier service, by electronic mail ("email"), which shall be deemed effective when receipt is acknowledged electronically or by return email, or upon receipt after deposit in the United States mail certified or registered return receipt requested, with postage prepaid addressed as follows:

MASTER LANDLORD: The City of Hawthorne
4455 West 26th Street
Hawthorne, CA 90250
Attn: City Manager and City Attorney

BUYER: Hawthorne Green LLC
8737 Wilshire Blvd
Beverly Hills, CA 90211
Attn: Jeff Green
jeffgreen@u-s-merchants.com

With a copy of such notice to:

Gregg Zucker
Foundation Law Group
2049 Century Park East, Suite 2460
Los Angeles, CA 90067
gregg@foundationlaw.com

Either party and its respective successors in interest taking the benefit of this Agreement may designate by notice in writing a new or other address to which such notice or demand shall thereafter be so given made or mailed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

The parties have agreed as set forth above as of the date indicated next to their signature.

BUYER:

HAWTHORNE GREEN LLC

Date: June 9, 2025

By: 

Printed Name: JEFF GREEN

Title: Manager

MASTER LANDLORD

CITY OF HAWTHORNE, a municipal corporation

Date:

By: _____

Printed Name: _____


Title: _____

MASTER TENANT CONSENT

The undersigned hereby consents to the execution and delivery of the foregoing Non-Disturbance and Attornment Agreement and agrees that neither the execution of the same nor anything done pursuant to the provisions thereof shall be deemed or taken to modify the Master Lease referred to therein.

HAWTHORNE AIRPORT, LLC, a Delaware
limited liability company

Date:

By: 

Printed Name: Levi Stodden

Title: Manager

EXHIBIT "1" - GROUND SUBLEASE