SALE COMMISSION AGREEMENT

This Sale Commission Agreement ("Agreement") is entered into May 13, 1997, by and between McDonnell Douglas Realty Company ("Seller") and The Seeley Company ("Broker").

WITNESSETH

Whereas, Seller is the owner of that certain of that certain twenty five (25) - forty one point nine (41.9) acre parcel of real property ("Property") located at the southwest quadrant of 190th Street and Normandie Avenue in Los Angeles, Los Angeles County, California.

Now, therefore, and in consideration of the premises, and the covenants herein contained, Seller and Broker hereby agree as follows:

1. **Sale Agreement.** Seller acknowledges that Broker has been the procuring cause of all negotiations between Seller and Vestar Development ("Vestar") regarding the purchase of the property by Vestar Development Co. or any of its affiliates from Seller. Accordingly, Seller agrees to pay a base commission equal to one and one-half percent (1½%) of the total purchase price up to a maximum amount of one hundred ninety five thousand dollars ($195,000), as a result of the sale of the property as referenced in the "Agreement for Purchase and Sale" dated March 31, 1997 by Seller or any of its affiliates or assigns to Vestar, or its affiliates or assigns, such commission to be paid in cash at the closing of such sale if, and only if, such sale occurs.

   In addition to the base sales commission, The Seeley Company shall receive one and one-half percent (1½%) of all payment of the Incremental Purchase Price set forth in the Agreement for Purchase and Sale of Property and Escrow Instructions by and between McDonnell Douglas Realty Company and Vestar Development Co. if and (within thirty (30) days of) when received by McDonnell Douglas Realty Company per above noted "Agreement for Purchase and Sale" dated March 31, 1997.

2. **Procuring Cause.** Seller acknowledges that Broker is the procuring cause of the present negotiations between Seller and Vestar regarding the purchase of the above property. ~~The Broker's commissions referred to herein are to be paid for valuable services rendered by Broker to Seller in connection with the sale of the property.~~

3. **Parties Bound.** Seller executes this Agreement on its own behalf and on behalf of any affiliated company which might now or hereafter own or take title to the Property which is owned by, owns or is under common control with Seller.

4. **No Other Agreements.** This Sale Commission Agreement represents the entire understanding between Seller and Broker regarding the property and Broker and Seller agree that there are no prior or contemporaneous oral or written agreements regarding said matters that are not fully set forth herein. This Agreement may not be amended or modified unless done in writing and signed by the party to be charged with such amendment or modification.

Executed this 10TH day of JUNE, 1997

Seller: McDonnell Douglas Realty Company

By: [signature]

Its: PRESIDENT, DEVELOPMENT

Broker: The Seeley Company

By: [signature]
William M. Bauman

Its: Vice President - Manager

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EXHIBIT "A"

THE LAND REFERRED TO IN THIS COMMITMENT IS IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE 638.94 ACRE PARCEL OF LAND IN THE RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, ALLOTTED TO MARIA DE LOS REYES DOMINGUEZ BY THE DECREE OF PARTITION HAD IN CASE NO. 3284 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF SAID DECREE BEING RECORDED IN BOOK 2911 PAGE 1 OF DEEDS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 190TH STREET AND NORMANDIE AVENUE, THENCE SOUTH 0° 03' 37" EAST FOR 16.00 FEET ALONG THE CENTERLINE OF NORMANDIE AVENUE; THENCE SOUTH 76° 22' 45" WEST FOR 85.38 FEET; THENCE SOUTH 0° 03' 37" EAST 29.79 FEET; THENCE SOUTH 0° 03' 37" EAST FOR 1410.01 FEET; THENCE SOUTH 89° 55' 34" WEST FOR 144.31 FEET; TO THE BEGINNING OF A HORIZONTAL CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 0° 04' 26" EAST 1232.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 49' 43" FOR 189.89 FEET; THENCE NORTH 0° 03' 37" WEST 631.47 FEET; THENCE SOUTH 89° 55' 34" WEST 469.03 FEET; THENCE SOUTH 18° 21' 54" WEST 159.24 FEET; THENCE SOUTH 89° 55' 34" WEST 324.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 04' 26" WEST FOR 417.80 FEET; THENCE NORTH 90° 00' 00" EAST FOR 236.00 FEET; THENCE SOUTH 0° 04' 26" EAST FOR 417.50 FEET; THENCE SOUTH 89° 55' 34" WEST FOR 236.00 FEET TO THE TRUE POINT OF BEGINNING .

ALSO TO BE KNOWN AS:

LOT 8 OF TRACT 52172-01, IN THE CITY OF LOS ANGELES, AS SHOWN UPON A MAP FILED IN BOOK _____ PAGES _____ TO _____, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING, HOWEVER, FROM THIS CONVEYANCE AND RESERVING TO THE GRANTOR, IN ACCORDANCE WITH EXECUTIVE ORDER 9908 APPROVED DECEMBER 5, 1947 (12 F.R. 8223), ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (b) (1) OF THE ATOMIC ENERGY ACT OF 1946 (60 STAT. 761) TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED, IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LANDS COVERED BY THIS INSTRUMENT TOGETHER WITH THE RIGHT OF THE UNITED STATES THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE, AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER, SUCH LAND MAY BE USED, AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, AS IF NO RESERVATION OF SUCH MATERIALS HAD BEEN MADE; EXCEPT THAT, WHEN SUCH USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSFERRED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED, SUCH MATERIAL SHALL BE THE PROPERTY OF THE UNITED STATES ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY OF SUCH MATERIAL TO IT, IT SHALL PAY TO THE PERSON MINING OR EXTRACTING THE SAME, OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS AS THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY, MINING, DEVELOPMENT, PRODUCTION, EXTRACTION, AND OTHER SERVICES PERFORMED WITH RESPECT TO SUCH MATERIAL PRIOR TO SUCH DELIVERY, BUT SUCH PAYMENT SHALL NOT INCLUDE ANY AMOUNT ON ACCOUNT OF THE VALUE OF SUCH MATERIAL BEFORE REMOVAL FROM ITS PLACE OF DEPOSIT IN NATURE. IF THE COMMISSION DOES NOT REQUIRE DELIVERY OF SUCH MATERIAL TO IT, THE RESERVATION HEREBY MADE SHALL BE OF NO FURTHER FORCE OF EFFECT, AS RESERVED IN DEED RECORDED IN BOOK 29335 PAGE 142, OFFICIAL RECORDS.

THE LEGAL DESCRIPTION SHOWN HEREIN IS PRO-FORMA ONLY, AND IS SUBJECT TO APPROVAL BY ALL PARTIES.

818-246-8461