INDEMNITY AGREEMENT

This Indemnity Agreement (the "Indemnity") is entered into as of the ____ day of February, 1998, by Danat Investment Co., a partnership ("Danat"), Daniel J. Eget, Jeanne A. Eget, Nathan J. Reese, and Gloria R. Reese (collectively, the "Indemnitors"), to and for the benefit of Boeing Realty Corporation (formerly McDonnell Douglas Realty Company), a California corporation ("Buyer").

RECITALS

A. Concurrently with this Indemnity, Buyer has purchased from Danat, a partnership in which the other Indemnitors directly hold an interest, all of Danat's right, title and interest ("Danat's Interest") in those certain easements (the "Railroad Easements") granted to Harvey Aluminum (Incorporated), a California corporation, and its successors and assigns in that certain Grant of Easement dated May 19, 1964 and recorded June 9, 1964 as Instrument No. 4500 in Book D-2503, Page 102 of the Official Records of Los Angeles County, as such Railroad Easements benefit that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Indemnitors' Property").

B. Buyer is willing to purchase Danat's Interest in the Railroad Easements only if it receives from Indemnitors this Indemnity.

NOW, THEREFORE, in consideration of the foregoing and of Buyer purchasing Danat's Interest in the Railroad Easement and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Indemnitors covenant and agree to and for the benefit of Buyer as follows:

1. Indemnitors hereby agree to defend (with counsel approved by Buyer), indemnify and hold the Buyer, and its directors, officers, shareholders, agents, employees, participants, successors and assigns (the "Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for, any and all claims, losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (including those fees incurred upon any appeals) and court costs (collectively, "Claims"), incurred or suffered by the Indemnified Parties, or any of them, whether directly or proximately, as a result of any third party claiming any right, title or interest in the Railroad Easements by virtue of any interest such third party may have in Indemnitors' Property, including without limitation any attempt by any such third party to use, or to assert any right to use, the railroad tracks located within the Railroad

Easements, it being the intent of Indemnitors that the Indemnified Parties not incur or suffer any Claims whatsoever from any such third party.

2. The obligations of Indemnitors hereunder are not intended to be the obligations of a surety or guarantor.

3. Any amount owed hereunder to an Indemnified Party not paid within thirty (30) days after written demand from such Indemnified Party with an explanation of the amounts owed shall bear interest at a rate per annum equal to the maximum rate permitted by applicable law.

4. Indemnitors acknowledge that they are making and giving the indemnities and representations and covenants contained in this Indemnity with the knowledge that Buyer is relying on such indemnities and representations and covenants in buying Danat's Interest in the Railroad Easements

5. This Indemnity shall inure to the benefit of each Indemnified Party and each Indemnified Party's heirs, representatives, successors and assigns, and shall be binding upon Indemnitors and the heirs, representatives, successors and assigns of Indemnitors, and each of them. Indemnitors shall not assign or delegate any rights or obligations under this Indemnity without first obtaining the written consent of Buyer, which shall not be unreasonably withheld.

6. This Indemnity shall be governed by and construed in accordance with the laws of the State of California. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action under this Indemnity shall preclude any subsequent action under this Indemnity, and in connection with any such action under this Indemnity, the Indemnitors hereby waive and covenant not to assert any defense in the nature of splitting of causes of action or merger of judgments. If any term of this Indemnity or any application thereof shall be invalid, illegal or unenforceable, the remainder of this Indemnity and any other application of such term shall not be affected thereby. No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right. Nothing herein shall constitute a waiver of the statute of limitations applicable to any claim by either party against the other party under this Indemnity. This Indemnity may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

7. In the event that any party to this Indemnity, or any person or entity entitled to enforce this Indemnity, brings any suit or other proceeding with respect to the enforcement of this Indemnity, the prevailing party (as determined by the court,

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agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees and expenses of outside and in-house counsel and other expenses and costs of investigation incurred in appellate proceedings or in enforcing any judgment, costs incurred in establishing the right to indemnification, and costs incurred in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11, or 13 of the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes). Any such attorneys' fees and other expenses and costs incurred by any person or entity in enforcing a judgment in its favor under this Indemnity shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys' fees, costs and expenses are intended to be severable from the other provisions of this Indemnity and to survive and not be merged into any such judgment.

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IN WITNESS HEREOF, this Indemnity is executed as of the day and year first above written.

INDEMNITORS:

Danat Investment Co., a partnership

By: _____
Daniel J. Eget, Partner

By: _____
Nathan J. Reese, Partner

_____
Daniel J. Eget, Individually

_____
Jeanne A. Eget, Individually

_____
Nathan J. Reese, Individually

_____
Gloria R. Reese, Individually