

201909410145



Secretary of State
Application to Register a Foreign Limited Liability Company (LLC)

LLC-5

FILED
Secretary of State
State of California
MAR 18 2019

JRM

IMPORTANT - Read Instructions before completing this form.
Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed. See Instructions.

Filing Fee - \$70.00
Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: Registered LLCs in California may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov.

This Space For Office Use Only

1a. LLC Name (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.)

Seward Partners LLC

1b. California Alternate Name, If Required (See Instructions - Only enter an alternate name if the LLC name in 1a not available in California.)

2. LLC History (See Instructions - Ensure that the formation date and jurisdiction match the attached Certificate of Good Standing.)

Table with 2 columns: a. Date LLC was formed in home jurisdiction (MM/DD/YYYY) and b. Jurisdiction (State, foreign country or place where this LLC is formed.)

c. Authority Statement (Do not alter Authority Statement)
This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

Table with 4 columns: a. Street Address of Principal Executive Office - Do not enter a P.O. Box, City (no abbreviations), State, Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 4a and 4b only. Must include agent's full name and California street address.

Table with 4 columns: a. California Agent's First Name (if agent is not a corporation), Middle Name, Last Name, Suffix

CORPORATION - Complete Item 4c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 4a or 4b
UNITED CORPORATE SERVICES, INC. (C1021866)

5. Read and Sign Below (See Instructions. Title not required.)

I am authorized to sign on behalf of the foreign LLC.

Deborah Goldman
Signature

Deborah Goldman
Type or Print Name

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SEWARD PARTNERS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF MARCH, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SEWARD PARTNERS LLC" WAS FORMED ON THE FOURTEENTH DAY OF MARCH, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



7325994 8300

SR# 20192064501

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202464652

Date: 03-18-19

201909410145



**Secretary of State
Statement of Information
(Limited Liability Company)**

LLC-12

24

FILED
Secretary of State
State of California

JUN 28 2019

IMPORTANT — This form can be filed online at bizfile.sos.ca.gov.

Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

Above Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

SEWARD PARTNERS LLC

2. 12-Digit Secretary of State Entity (File) Number

201909410145

3. State, Foreign Country or Place of Organization (only if formed outside of California)

Delaware

4. Business Addresses

| a. Street Address of Principal Office - Do not list a P.O. Box | City (no abbreviations) | State | Zip Code |
|--|-------------------------|-------|----------|
| 1995 Broadway, 3rd Floor | New York | NY | 10023 |
| b. Mailing Address of LLC, if different than Item 4a | City (no abbreviations) | State | Zip Code |
| | | | |
| c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box | City (no abbreviations) | State | Zip Code |
| | | CA | |

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and address(es) on Form LLC-12A.

| a. First Name, if an individual - Do not complete Item 5b | Middle Name | Last Name | Suffix |
|---|-------------------------|-----------|----------|
| Mario | J | Palumbo | |
| b. Entity Name - Do not complete Item 5a | | | |
| c. Address | City (no abbreviations) | State | Zip Code |
| 1995 Broadway, 3rd Floor | New York | NY | 10023 |

6. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

| a. California Agent's First Name (if agent is not a corporation) | Middle Name | Last Name | Suffix |
|---|-------------------------|-----------|----------|
| | | | |
| b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box | City (no abbreviations) | State | Zip Code |
| | | CA | |

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

UNITED CORPORATE SERVICES, INC. (C1021866)

7. Type of Business

Describe the type of business or services of the Limited Liability Company

Real estate investment and development

8. Chief Executive Officer, if elected or appointed

| a. First Name | Middle Name | Last Name | Suffix |
|---------------|-------------------------|-----------|----------|
| | | | |
| b. Address | City (no abbreviations) | State | Zip Code |
| | | | |

9. The information contained herein, including any attachments made part of this document, is true and correct.

6/13/2019
Date

Mario J. Palumbo
Type or Print Name of Person Completing the Form

Auth. person
Title

Signature

LIMITED LIABILITY COMPANY AGREEMENT

OF

SEWARD PARTNERS LLC

This Limited Liability Company Agreement (this "Agreement") of **SEWARD PARTNERS LLC** (the "Company") is made as of the 14th day of March, 2019 by **MARIO J. PALUMBO**, as member (the "Member").

WITNESSETH:

WHEREAS, the Member desires to execute this limited liability company agreement and to thereby organize the Company on and subject to the terms, conditions and provisions herein contained.

NOW, THEREFORE, the Member, intending to be legally bound, hereby enters into this limited liability company agreement for the Company and organizes the Company on and subject to the following terms, conditions and provisions:

ARTICLE ONE

NAME, PLACE OF BUSINESS, PURPOSE AND TERM

Section 1.1 Name.

The name of the limited liability company formed hereby is Seward Partners LLC.

Section 1.2 Purpose.

The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.

Section 1.3 Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, Delaware 19904.

Section 1.4 Registered Agent.

The name of the registered agent of the Company for service of process in the State of Delaware is United Corporate Services, Inc.

Section 1.5 Principal Business Office.

The principal business office of the Company shall be located at c/o Millennium Partners, 1995 Broadway, 3rd Floor, New York, New York 10023, or at such other location as may hereafter be determined by the Member.

Section 1.6 Member.

The name of the Member is as set forth above in the preamble to this Agreement.

Section 1.7 Powers.

The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein. Debbie Goldman and Eric R. Landau, Esq. are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 1.8 Term.

The Company shall continue in full force and effect until December 31, 2089 (the "Term") unless dissolved prior thereto by the terms of this Agreement or by law. The Company shall dissolve upon the happening of any of the following events:

- Member;
- (i) the bankruptcy, dissolution, withdrawal or removal of the
 - (ii) the election by the Member; or
 - (iii) the expiration of the Term of the Company or of the term of the Member under the terms of the formation and organizational documents of the Member (as defined herein).

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the certification of cancellation is filed with the Secretary of State of the State of Delaware. Notwithstanding the dissolution of the Company, prior to the termination of

the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

Section 1.9 Management.

(a) All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the sole and exclusive direction of, the Member acting through officers appointed by the Member (the "Officers"). Without limiting the generality of the foregoing, the Officers shall establish overall policies for the Company, set long-range plans and objectives, approve the hiring and termination of all employees of the Company, set compensation levels for all employees of the Company, approve budgets and business plans for the Company and approve financial commitments by the Company.

(b) The Officers shall be appointed from time to time by the Member and each shall continue to serve until a successor is appointed by the Member and qualified. Each Officer may resign at any time by giving written notice to the Company and the Member and such resignation shall be effective at the time such notice is given or, if a later date is provided in the notice, on such later date. Acceptance of such notice by the Member is not required to make the resignation effective.

(c) Any person or entity dealing with the Company, the Member or any Officer may rely upon a certificate signed by any Officer as to:

- (1) the identity of the Member or any Officer;
- (2) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by an Officer or in any other manner germane to the affairs of the Company;
- (3) the persons who are authorized to execute and deliver any instrument or document on behalf of the Company; or
- (4) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Member.

(d) The day-to-day operations of the Company shall be under the control of the Officers. The Officers of the Company, if deemed necessary by the Member, shall include a president, a treasurer and a secretary and such other officers as the Member may from time to time consider appropriate. Such Officers shall exercise such duties as customarily pertain to such offices as determined by the Member.

(e) The Officers of the Company appointed by the Member shall hold office until their successors are chosen by the Member and qualify. Any officer may be

removed at any time by the Member. Any vacancy occurring in any office of the Company shall be filled by the Member.

(f) The initial Officers of the Company are set forth on Schedule A attached hereto, and each shall hold the offices corresponding to each of their respective names.

ARTICLE TWO

DEFINITIONS

Section 2.1 Unless the context requires otherwise, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires, and Article and Section references are references to the Articles and Sections of this Agreement. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The words “including” and “include” and other words of similar import shall be deemed to be followed by the phrase “without limitation.”

ARTICLE THREE

CONTRIBUTION AND DISTRIBUTIONS, TRANSFER OF INTERESTS; ADMISSION OF NEW MEMBERS

Section 3.1 Capital Contributions.

The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company; in such amounts and at such times as the Member may determine.

Section 3.2 Distributions.

Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

Section 3.3 Assignments.

The Member may transfer or assign in whole or in part its limited liability company interest.

Section 3.4 Admission of Additional Members.

One or more additional members of the Company may be admitted to the Company with the consent of the Member.

Section 3.5 Liability of Members.

The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required under the Act.

ARTICLE FOUR

MISCELLANEOUS

Section 4.1 Governing Law.

This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

Section 4.2 Treatment for Tax Purposes.

The Member hereby agrees to disregard the Company as a separate entity for tax purposes.

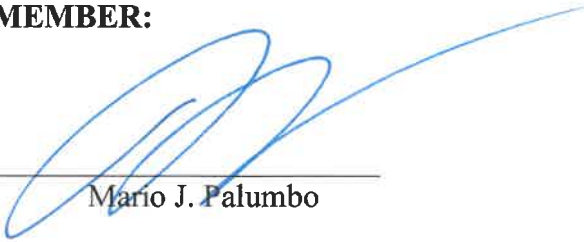
Section 4.3 Indemnification of the Organizer

The Company shall, to the full extent permitted by law, indemnify and hold harmless Debbie Goldman and Eric R. Landau, Esq. against any and all damages, costs or injury (including, but not limited to, all legal costs) incurred or sustained in connection with (i) the formation and organization of the Company in the State of Delaware and (ii) the qualification of the Company in any jurisdiction in which the Company may wish to conduct business.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first above written.

MEMBER:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Mario J. Palumbo

SCHEDULE A

The initial Officers of the Company are as follows:

Name

Office

Mario J. Palumbo

President and Secretary

Edward Wierzel

Chief Financial Officer

March __, 2020

Department of City Planning
200 N. Spring Street
Los Angeles, California 90012

Re: APPLICATION FOR ZONING/LAND USE ENTITLEMENTS: 6450-6462 Sunset Boulevard; 1413-1443 and 1445-1447 Cole Place; 1420-1454 Wilcox Avenue; and 6503 De Longpre Avenue

Mario Palumbo and Seward Partners LLC, a Delaware limited liability company (the “**Applicant**”) is the applicant for entitlement applications for the property located at the aforementioned addresses bearing Assessor Parcel Numbers 5546-014-013, -014, -017, and -056 (the “**Property**”). The Applicant is authorized by 39 South LLC and USR Real Estate Holdings LLC, the owners of their respective portions of Property, to act on their behalf for the sole purpose to submit and process any land-use permit applications, or any other discretionary entitlements necessary for the purpose of seeking approval for a development project at the Property.

The Applicant hereby authorizes Edgar Khalatian and Mayer Brown LLP, its employees, representatives, agents, and/or consultants, to act on its behalf for the sole purpose of submitting and processing any land-use permit applications, or any other discretionary entitlements necessary for the purpose of seeking approval for a development project at the Property.

If you have any questions regarding this authorization letter, please contact Mario Palumbo at 212-595-1600 or by email at MPalumbo@MillenniumPtrs.com.

Mario Palumbo and Seward Partners LLC
Applicant

(Print Name)

3/12/20

(Date)

(Authorized Signatory)

NOTARY ATTACHED