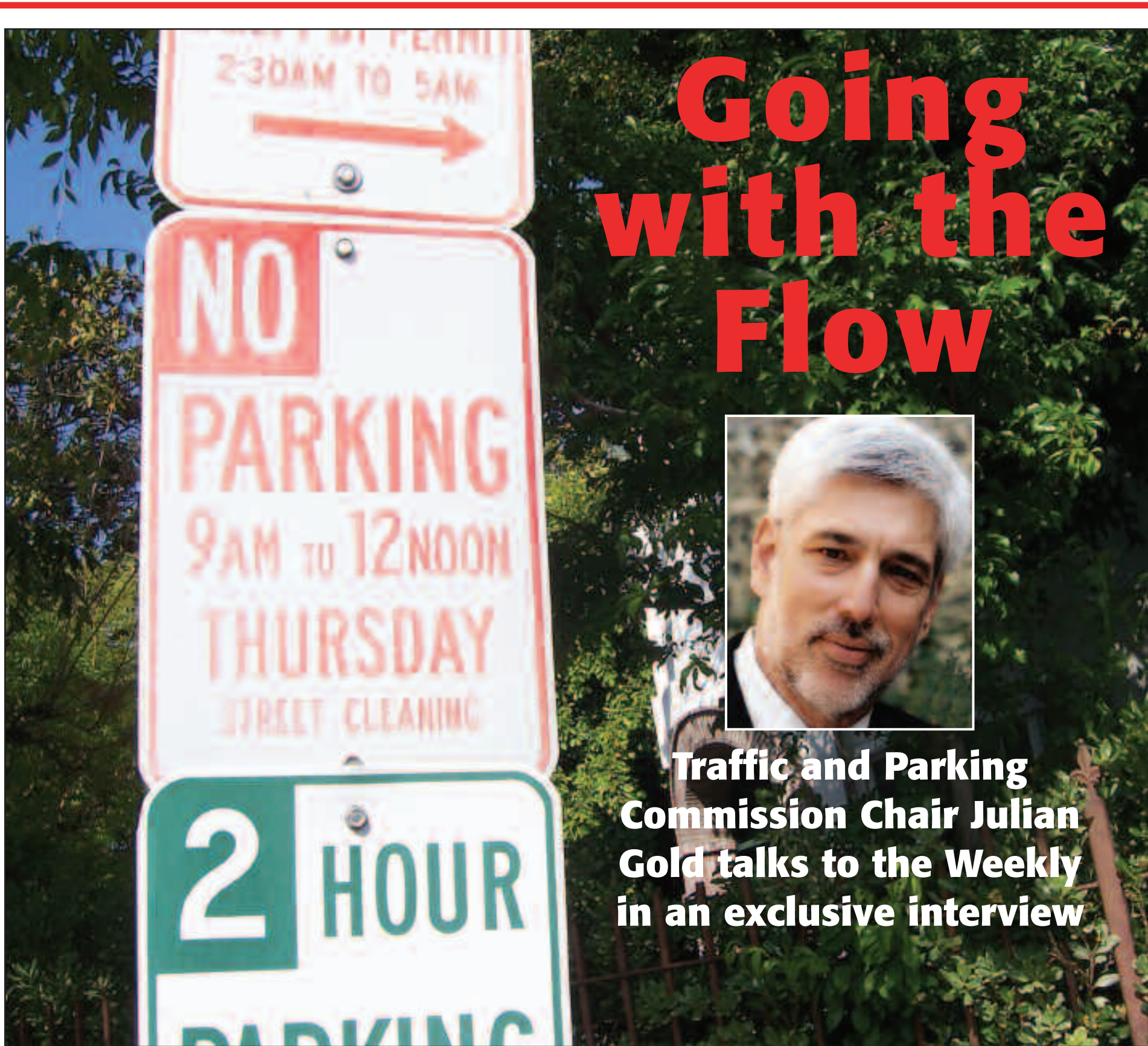


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Issue 447 • April 24 - April 30, 2008



Going with the Flow



Traffic and Parking Commission Chair Julian Gold talks to the Weekly in an exclusive interview



letters & email

“Legacy Permits”

As you know I am very supportive of our school district and our community. I have spent most of my time and energy dedicated to the betterment of our school district as well as trying to serve our city with every ounce of my being.

I am sure no one can refute my passion and loyalty to our city.

I wish I could [have been] at the [April 22 Board of Education meeting] to say in person how excited Jon and I feel about the new proposal before [them] – The legacy permits.

I believe you are about to make a wonderful step in the right direction for our school district and for the residents of our community.

As an alumni myself, I know how my experience at the Beverly Hills School System gave me the passion and dedication to continue working in whatever capacity I could for future generations to provide the best education and life experience that our schools provided me.

Legacy permits will enable our future school district graduates the opportunity to give their children the positive experience that was afforded to them. Ask anyone who graduated our schools – It is forever a part of us.

The legacy permit also enables community “buy in” of our school district, which unfortunately has lost some of that luster as many grad-

uates no longer live in our community, and parents and grandparents no longer have their children at home so their connection to our district begins to fade.

These legacy permits will keep that bond forever tied as residents have the benefit of knowing that their tax dollars are not only supporting our children in the community but will provide the ability for the family tree to continue for their grandchildren.

These permits are a natural fit for the vision of our community. We are a close community that places its values on its home town values even as we live in one of the most well renowned cities of the world.

Legacy permits will provide for the continuity of family involvement, support and dedication to our school community, as well as maintain the connection of our residents to our school district.

letters cont. on page 10

A Proposition 65 Public Notice

The California Safe Drinking Water and Toxic Enforcement Act requires California businesses to advise employees and neighbors of any potential exposure to chemicals considered by the state to cause cancer, birth defects, or other reproductive harm.

Trigen-LA Energy Corporation wants you to know that detectable amounts of some of these substances may be found in and around its facility located at 2052 Century Park East, Los Angeles, CA. Potential sources of these substances can include common products such as gasoline, oil, natural gas, paint.

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SNAPSHOT



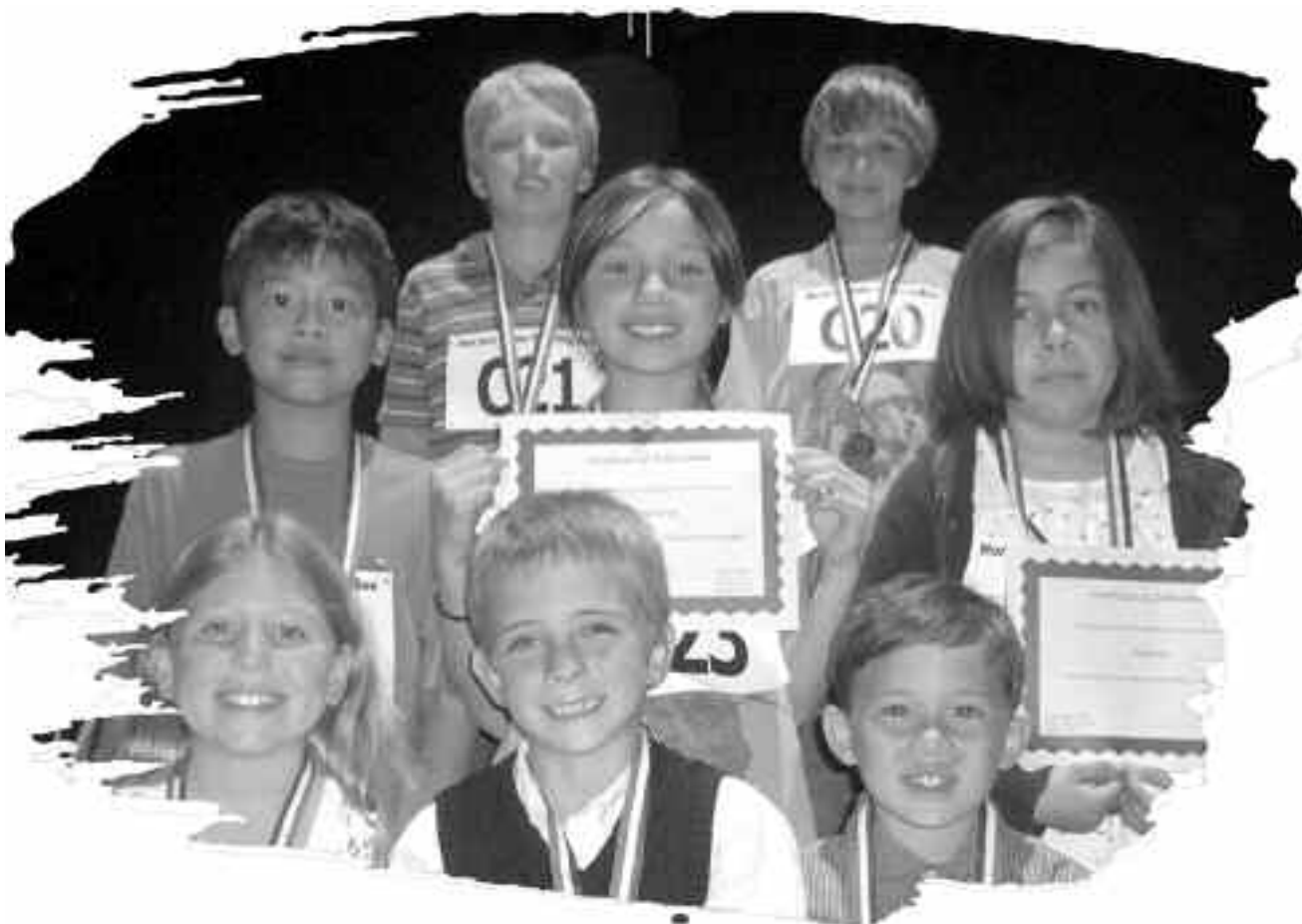
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STUDENTS “ANNIHILATE” BAD SPELLING CHARLEVILLE BLVD.

Third, fourth and fifth graders at Horace Mann competed in the school’s 2008 Live Spelling Bee on April 10. The competition was close, so words from the sixth-through-eighth-grade levels (i.e. annihilate, diphtheria) were used to select the first, second and third place winners. For the third grade, Spencer Edelman placed first, Sam Schwartz placed second, and Justine Elitzur placed third. For the 4th grade, Mei-Mei Tercek placed first, Stanley Wu placed second and Xochitl Say placed third. For the fifth grade, Caden Schuber Garcia placed first, Stephanie Kim placed second and Lucas Harward placed third.

Pictured above are (front row, L to R) Justine Elitzur, Spencer Edelman, Sam Schwartz, (middle, L to R) Stanley Wu, Mei-Mei Tercek, Xochitl Say, (back, L to R) Lucas Harward and Caden Schuber Garcia.

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letters cont. from page 2

Jon and I are once again so honored to be a part of this school district and are totally at your service to help take this program off the ground. Anything we can do...It is done.

*Lili and Jon Bosse
Beverly Hills*

“Majority of Council agrees to Hilton ‘A’ Building” [Issue 446]

Based on the Council’s forthcoming passage of the Hilton expansion, perhaps we no longer need a Planning Commission, or even a Community Development Staff.

Our Planning Commission works for free. They invested hundreds of hours to try to make the Hilton expansion better, not bigger. Despite the Planning Commission’s hard work and recommendations, including the elimination of one of the three massive towers, Councilmember Linda Briskman single-handedly redesigned the Hilton massive expansion and ignored the hard work and recommendations of the Planning Commission. Ms. Briskman also recently announced that she was the one who introduced “smart” development to our City.


Councilmember Briskman then was easily

able to obtain the support for her redesigned Hilton expansion from Councilmembers [Jimmy] Delshad and [Frank] Fenton. Frank Fenton always seems to “go along with Linda.” The owner of the Hilton, Beny Alagem, got what he wanted. But, he spent millions of dollars with his Beny bucks on consultants, former mayors, other lobbyists, dinners to “bribe” supporters, backpacks to El Rodeo students and many expensive and misleading mailers to residents.

It will now be up to the voters, not just three council members, to decide if it is really that “smart” to allow the construction of three giant, traffic-generating towers – a hotel tower and two condo towers – over a phased five-to-seven-year construction period. These towers will be on the busiest intersection of our City and across from an elementary school and residences.

I encourage all registered voters, including all Planning Commissioners, Mayor [Barry] Brucker, and Councilmember [Nancy] Krasne to sign the forthcoming Hilton Referendum petition so that the voters can decide the fate of the Hilton expansion.

*Larry Larson
Beverly Hills*



NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

DATE: May 8, 2008

TIME: 7:00 p.m., or as soon thereafter as the matter may be heard

LOCATION: Commission Meeting Room A
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210

The Planning Commission of the City of Beverly Hills, at its regular meeting on Thursday, May 8, 2008, will hold a public hearing beginning at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider:

An ordinance of the City of Beverly Hills requiring the incorporation of green design and green building standards in commercial and multifamily development projects.


The Project has been environmentally reviewed pursuant to the California Environmental Quality Act (“CEQA”), (Public Resource Sections 21000, et seq.), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), and the City’s Local CEQA guidelines (“Guidelines”). It has been determined that this project is not subject to CEQA pursuant to Section 15061(b)(3) of the Guidelines because CEQA only applies to projects which have the potential for causing a significant effect on the environment. This ordinance would establish requirements intended to reduce energy consumption and construction waste along with other measures, and therefore, it would not pose a significant effect on the environment. Additionally, two categorical exemptions would apply to a project of this nature. Section 15307 categorically exempts actions taken by local ordinances that assure maintenance, restoration or enhancement of a natural resource. Section 15308 categorically exempts actions taken by local ordinance that assures maintenance, restoration, enhancement, or protection of the environment

Any interested person may attend the meeting and be heard by or present written comments to the City Council. To submit comments in advance of the hearing date, please send written correspondence to Peter Noonan, Planning Division, Beverly Hills City Hall, 455 North Rexford Drive, Beverly Hills, CA 90210. To be considered, all written submittals must be received by the Planning Division by 12:00 pm, noon, on the day of the meeting.

If you challenge the Commission’s action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City, either at or prior to the public hearing.

If there are any questions regarding this notice, please contact Peter Noonan, AICP with the Planning Division at 310.285.1127. All documents and supporting materials are on file in the Planning Division and can be reviewed by any interested person at 9357 West Third Street, Beverly Hills, CA. 90210.


Dated: April 25, 2008
Peter Noonan, AICP
Associate Planner




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briefs



Superdelegate Waxman hasn't yet announced Democratic pick

Congressman Henry Waxman (D-Los Angeles), whose congressional district includes Beverly Hills and is one of about 800 "Superdelegates" who may make the deciding vote in the 2008 presidential election, remains undecided as other Superdelegates announce their public endorsement for one of the two remaining Democratic candidates – Hillary Clinton or Barack Obama. About 60 percent of Superdelegates have publicly announced their decision.

When contacted, Waxman's office had no comment.

Neighboring Congressman Brad Sherman (D-Sherman Oaks), who represents parts of the San Fernando Valley, has officially announced his support for Hillary Clinton.

Superdelegates are democratic members of Congress, governors, and former elected officials and party VIPs, who, independently of the results of a primary or caucus, will vote for a presidential nominee. Because of the closeness of the contest, the Superdelegates are likely to decide the nomination.

Beverly Hills 90210 condominium prices almost double in March 2008

For March 2008, sale prices for single-family residences in the 90210 zip code decreased 24.2 percent for the 18 homes sold in the area. The price median in the 90210 zip code of a single-family residence is \$2.6 million. In the 90211 area, sale prices for a single-family home decreased by 28.1 percent and the price median is \$1.4 million. With only one single-family home sold in the 90212 area, statistics were unavailable in the report released by (Data Quick Real Estate News <http://www.dqnews.com>).

Condominium prices in the 90210 area jumped 89.7 percent for the three condominiums sold. The price median of a condominium in the area is \$1.4 million. The median price of a condominium in the 90211 zip code is \$912,000, having increased by 25.6 percent. In the 90212 zip code there was an increase of 3.8 percent for the one condominium sold and the median price for a condominium is \$1.2 million.

In Los Angeles County as a whole, the median price for a single family home was \$450,000, and the sale price of condos decreased by 13.8 percent with the median price at \$375,000, since March 2007.

Things look up for Hannini, Feinberg

Horace Mann student Benjamin Hannini won first place in the boys' category and Beverly High sophomore Rachel Feinberg won second place in the girls' category in the Beverly Hills Optimist Club Oratorical Contest 2008.

This year's topic was "WHY ME? WHY NOT?" The first place winners were presented with a Gold Medallion and Certificate and second place winners were presented with a Silver Medallion and Certificate. Berkeley Hall students Treati Yazdani and Oscar Beer won first place in the girls' category and second place in the boys' category, respectively. If any of these students wins the Area contest on May 8, he or she is eligible to compete at the District level on June 1 for the \$1,500 scholarship prize in Visalia, Calif.

Since 1928, the Oratorical contest has become the longest-running program sponsored by Optimist International, and is designed for youth to gain experience in public speaking and provide them with the opportunity to compete for a college scholarship.

The Beverly Hills Optimist Club was chartered in 1928.

Seniors knit pretty for people in need

Every Wednesday afternoon, the Roxbury Park Senior Knit & Crochet group gathers to create all manner of clothing, from hats to scarves to gloves, or to get help on their stitching. And while some of the group of generally 60-to-90-year-olds knit for their grandchildren, many of them knit for a greater cause.

The Awesome Caps program was created by group member Fern Pearl a little under 10 years ago to bring these creations to people in hospitals.

"One day, a friend of mine and I were just sitting there and we were in a knitting group," Pearl said, "and we decided that it would be nice to give back to the community, for some of the things we were so lucky to have."

The group started out sending their handmade creations to children with cancer, and the original name of Happy Caps was changed to Awesome Caps after one of the recipient hospitals sent back a letter saying they'd never seen anything so "awesome."

Coming up, the group is planning a big donation to the Wadsworth VA Hospital, which will give the lap robes, blankets, caps and scarves to wounded soldiers and their families.

The club is comprised of people from all over the world, and according to member Adele Swartz, "Absolutely, they're all crazy about it."

Henrietta Tanuska, a 90-year-old Austrian woman who says she immigrated to England and then Beverly Hills when Hitler invaded, has been with the club for years. Though she used to be a dressmaker in a shop on Charleville Blvd., she mostly knits now.

"At 90 years, you don't sew anymore," she said.

For more information on the club or to make a donation of yarn or other knitting supplies, call 310-285-6840.

Health Night at Hawthorne

Over 250 students attended Hawthorne's first Health Night April 10, as the kickoff event for the annual Jump Rope for Heart fundraiser. Guest speakers Grant Searcey,

Things look up for Hannini, Feinberg



(L to R) Chairperson Dr. Lori Travis, Treati Yazdani and Rachel Feinberg



(L to R) Oscar Beer, Chairperson Dr. Lori Travis and Benjamin Hannani

Seniors knit pretty for people in need



(Front, L to R) Evuina Guerra, Leonor Reyes, Adele Swartz, (back, L to R) Stella Horwit, Isabel Sirof, Henrietta Tanuska, Joyce Friend, Fern Pearl and Michelle Upchurch

Newman honored at Temple Emanuel Purim Ball



Jay Newman, COO of the Athens Group, was honored at Temple Emanuel's first Beverly Hills Purim Ball at the Beverly Hilton Hotel, March 26. (L to R) Temple Emanuel President Sue Brucker, Kathleen Newman, Jay Newman, Claudia Resnikoff and Michelle Kaye.

Health Night at Hawthorne



(L to R) Tania Torbati, Tina Torbati, Danielle David, Emily Grubman, Coach Mike Lambert, Annie Cho, Grant Searcey, Aubrey Isaacman, Dr. Mark Urman, Natalie Gordon

briefs cont. on page 10

Residents show support for Legacy Permits at Board of Education meeting

Board one step closer to substantial changes in Beverly High graduation requirements

By Lauren Gabbai

The Board of Education discussed Legacy permits and changes to the graduation requirements for the class of 2012 at its April 22 meeting.

Though the issue of Legacy permits was not on the Board's agenda, many prominent Beverly Hills residents and their grown children used the public comment portion to voice their support for the program.

Legacy permits would prioritize the children of BHUSD alumni and the grandchildren of current residents in obtaining out-of-district permits to attend Beverly Hills schools.

"It's not an elitist position, it's a love position," Former Beverly Hills Education Foundation (BHEF) President Murray Fischer said.

After hearing about the legality of instat-

ing legacy permits from attorney Howard J. Fulfroost at the April 8 meeting, the Board unanimously agreed to move forward with staff research on the viability of a future program.

Also speaking were Rochelle, Leon and Ivan Brooks; Susanne Landis and her father David Rowen; Simone and daughter Nina Kleinert and former Mayor Les Bronte and his son David Bronte '88, who have both maintained strong ties with Beverly Hills over the years, even though David now lives in Westwood.

"This is the chance to allow all of us to reinvest in our future," Les Bronte said. "The future right now has clouds on the horizon and needs support, needs body,

city (residents) cont. on page 10

Council approves Hilton EIR, development agreement

North Homeowners voice against project

By Lauren Gabbai

The City Council voted to approve the Environmental Impact Report (EIR) and the Development Agreement of the Hilton Revitalization Project, in two 3-to-2 votes with Mayor Barry Brucker Councilmember Nancy Krasne voting against, at its April 22 meeting. The Council also approved an ordinance to change zoning on the site to accommodate a Specific Plan in a 4-to-1 vote, with Krasne voting against.

While developer Beny Alagem declined comment until the final vote is taken, Developer Beny Alagem declined comment until the final vote is taken, but Briskman said, "There is no doubt that the City Council's approval of the Hilton Revitalization Plan is the right decision at the right time for Beverly Hills. A key gateway will once again become a signature entrance to our city with a prestigious 5-star hotel, lush green open spaces, and world-class architecture and luxury resi-

dences."

The main issue with regards to the EIR for Council members and residents alike, was the number of parking spaces available. Councilmember Linda Briskman tackled this point head-on, pointing out that there would be a net reduction of 47 hotel rooms, and a net increase of about 555 parking spaces just for the hotel. Director of Community Development Vince Bertoni said additional spaces could be added under the current plan using a system of lifts that will create about 280 spaces.

Councilmember Jimmy Delshad continued to respond to public criticisms of the project. He confirmed with City Attorney Larry Wiener that it is legal to make changes to the General Plan when the Council sees fit. He also confirmed with Bertoni that the Hilton will be making

city (council) cont. on page 10

thank you....thank you....thank you....thank you....thank you....thank you....thank you....



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from the hills of beverly



L.A. May Tighten Rules On Permits

Schools consider new options

By Rudy Cole

Los Angeles may have solved our battle over whether we should permit students from outside Beverly Hills to attend our schools: They simply may not allow it.

No matter what policy our own district adopts on permits, a highly placed Los Angeles education official told this column recently that there will be a very strict enforcement of a no permit policy unless there are very compelling reasons even though denials can be appealed to the county.

While our school board wrestles with the highly charged issue of whether the Beverly Hills district should continue to accept students by permit from Los Angeles, the budget crisis and cuts in school funding could make the issue moot if Los Angeles does indeed tighten its own policies of granting transfers to Beverly Hills.

Students applying to Beverly Hills must either be legal residents or obtain permis-

sion from the district in which they reside. In the past, Los Angeles and some other communities have given permission based on special needs including parents who may work in Beverly Hills, have relatives who live here and who may provide occasional housing for the students, or other special circumstances.

However, since state funding is based on "average daily attendance" and the state budget is likely to make deep cuts in support for education, the Los Angeles school district is far less likely to allow transfers. This is even more true in suburban, non-minority communities such as Westside schools.

Our source, who asked not to be identified, put it plainly: "This liberal policy cost our district (Los Angeles) millions of dollars and almost an entire class of students from West Los Angeles schools. It has to end."

Parents will, according to this same

school leader, have to prove extreme hardship before permission is given to enroll in Beverly Hills, whether in elementary or high schools.

Out of district permits were a highly contentious issue in the last school board election. Although no candidate or current board member favored removal of students now enrolled by permit, it seems certain the ability to obtain new permits by parents who don't have legal residences within the city would be more difficult. What the board has been considering is a so-called "legacy" permit that would allow students whose parents graduated from Beverly Hills or whose parents now live in the city to be accepted no matter where they currently reside. This is the so-called legacy program [See page 5].

However, if the Los Angeles school district refuses to grant permits no matter what policy Beverly Hills approves, the number of students in our schools could be significantly reduced and this could mean serious losses in state support.

Some school leaders hope that a more aggressive effort to return students now in private or religious schools to our public schools could offset this loss.

The combined, expected actions in both Los Angeles and Beverly Hills could have a serious impact on local real estate.

Although there is now a moderate increase in available rental housing, the down turn in the economy has yet to lead to any deep reductions in the costs of single family residences, including condominiums.

Aside from the permit question, the Beverly Hills district also faces the challenge of convincing the city council to increase school support through the Joint Powers Agreement.

School officials can point out that the city receives far more benefits from the district, including many new open space parks, in a city that has significantly inadequate park space. The district also provides "many other increases in leased services with significant larger costs to the district" one Beverly Hills school official pointed out. "There is strong justification for more city funding through the Joint Powers Agreement," the source explained.

Aside from the cost of living increases, the district is likely to ask the city to up the JPA from \$8.4 million to \$10.5 million.

This is a difficult road for both the district and the schools to travel. Beverly Hills probably receives more JPA support than any other district in the state. Neighboring communities such as Santa Monica, with a much larger school population, offer less than half that amount.

At a recent board meeting, one parent argued that the schools don't have to be "grateful" to the city for supporting the JPA since schools are one of the primary

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reasons people live here.

However, another member of her family recently appeared at a city council meeting to oppose a major development project that will bring millions of dollars to the city.

Yes, the city needs to meet the responsible needs of the schools. They are a vital factor in the mix that makes Beverly Hills such a successful community. An argument could be made that every developer who comes to the council points out that the increased revenues the project will generate also benefits our schools. This is real and the city should share with the schools increases they receive because of development projects. This aside from the required development fees for schools.

We need to resolve the JPA issue quickly and end any uncertainty about retaining teachers. The loss of state revenues has placed uncertainty on retention of both teachers and programs, and this is not healthy for the education process. It is not fiscally sound to lose teachers and then have to find teachers later to fill our needs.

However, the city has its own fiscal uncertainties. Yes, new projects will vastly increase future revenues, but meeting present needs in this economy and with expected declines in revenues, including state funding places special burdens on city officials. Their first responsibility is to make sure the city is safe and that basic city service needs are met. We elected them to make sure that happens.

The political realities are also a factor: Every candidate now serving pledged to support the JPA during their election campaigns. They now have the very difficult job of keeping that pledge without diminishing city services. We think it can be done, but some reality on smart, revenue producing proposals need the support of residents, and especially parents. Yes, it is for the schools too.

(Next week, some surprising stats on district enrollment.)

Attended a French government event honoring the war time service of the great actor, **Charles Durning**. Held at the home of the French consul general, **Philippe Larrieu** in Beverly Hills, Durning was awarded the French government's highest honor, the French Legion of honor.

The much decorated World War Two veteran was one of the few survivors of the German massacre of American soldiers at Malmedy. Who defended the Germans when they were tried for war crimes: Sen. **Joseph Mc Carthy**.

Durning also received a commendation from Beverly Hills Mayor **Barry Brucker** who attended with wife Sue.

If Beverly Hilton owner **Beny Alagem** could go one on one with residents, they would probably become ardent supporters

of the Waldorf Astoria project. Beny has such a passion for what he wants to create that it is contagious. He told a few of us recently that he will build a hotel that will rival the great **George V** in Paris. Knowing Beny, it will happen and what a landmark for our city that would be.

Is there something about nominating conventions that scare Democratic Party chair **Howard Dean** and others that I am missing? We select and elect delegates to meet in a convention to choose the party nominee. That is and has been the rule for more than a century. It is not some sudden process devised to frustrate any candidate.

The Democratic party will have some bruises, will suffer some divisions as it

did in 1968, but those risks are far greater than not picking a candidate who has the best chance of winning in the final. As for uniting after the convention, there are sufficient differences with **John McCain** to bring supporters of both **Barack Obama** and **Hillary Clinton** together.

As for Hillary, our own presided at his own Passover service with the strong help of his family, and we were pleased to share in the event. Of course, that's **Maxwell Hillary Salter** who points out he had the name first.

Rudy Cole served for eight years as a member and chair of the city's Recreation & Parks Commission. He was also President of the Greystone Foundation and served on three other city committees. Rudy can be reached at: Rudy@bhweekly.com.

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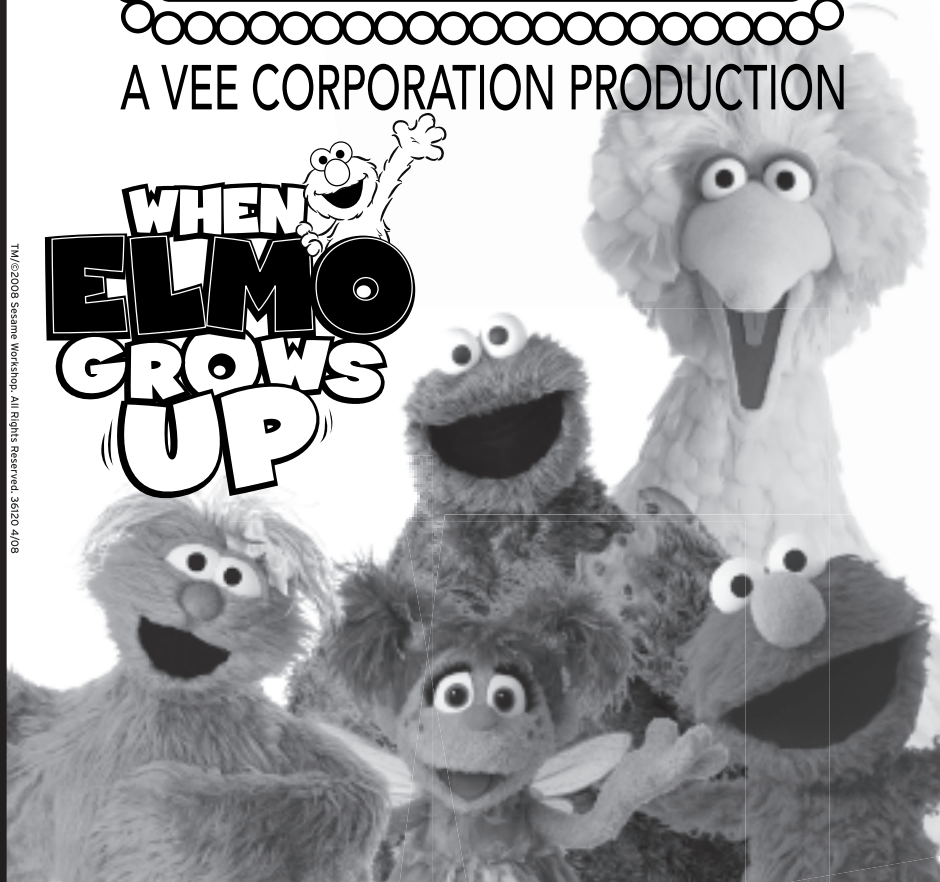
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BHHS Boys' Tennis Team Shuts Out El Segundo

Normans' boys', girls' track teams rout Inglewood.

By Steven Herbert

Beverly Hills defeated El Segundo, 18-0, in a Pioneer League match March 27 at Beverly Hills as Ben Haber was a 6-0, 6-1, 6-0 winner in singles play, while the Sam Farzani-Jonathon Jason doubles team won its sets 6-0, 6-3, 6-0.

Singles players Gary Parizher and Uday Singh and the Andre Herd-David Vayzner and James Ephrati-Donovan Suh doubles teams all won both of their sets, 6-0, before being replaced by substitutes. David Roth was a 6-3 winner in his only set, while Saman Shooshani was a 6-4 winner in his only set.

The Josh-Berris-Steven Kim doubles team won its set, 6-0, while the Ross Bernstein-Cesar Niculescu doubles team was a 6-1 winner in its set.

Beverly Hills 17, North Torrance 1

The Herd-Jason doubles team was a 6-0, 6-0, 6-0 winner while the Farzani-Haber team was a 6-0, 6-1, 6-0 winner in a Pioneer League match at North Torrance April 2.

Parizher and Vayzner both won all three of their sets in singles play.

The Ephrati-Suh doubles team was a 6-1, 6-1 winner in its two sets, then was replaced by Niculescu and David Roth, who were 7-6 (5) winners in their only set.

Singh was a 6-1 winner in a first-round match before being replaced by a substitute. Adam Utasi was a 6-2 winner for the Normans (13-4, 8-0 in league play) in a third-round match.

National High School Tennis All-American Boys' Invitational Team Tournament

Beverly Hills 6,
Tucson (Ariz.) Salpointe 2

Ethan Bond and Parizher won in both singles and doubles play in a 13th-place semifinal at the Costa Mesa Tennis Center March 29.

Singh also won in singles play, giving the Normans a 3-2 lead entering doubles play. The Normans won all three doubles sets, with Bond and Daniel Ho, Parizher and Singh and Ephrati and Suh teaming for victories.

Beverly Hills 5, Seattle Preparatory 3

Bond and Ho won in singles, then teamed for an 8-4 victory in doubles in the 13th-place match at the Costa Mesa Tennis Center March 29.

Only Parizher's 8-7 (5) loss kept the Normans from sweeping the five singles sets. Singh and Vayzner also won their singles sets.

What's Next?

The Normans are scheduled to compete in the Ojai Valley Tennis Tournament today through Saturday, play at El Segundo Monday in a Pioneer League match beginning at 3 p.m. and compete in the singles portion of the Pioneer League Finals Wednesday at Beverly High.

Beverly Hills was ranked second in the Southern Section Division III poll released Monday behind Brentwood.

Boys' Track and Field

Beverly Hills 117, Inglewood 14

Shayad Meshkaty (discus throw, shot put), Justin Skootsky (high jump, triple jump) and Ashwin Thomas (400 meters, 3,200) all won two events for the Normans in an Ocean League meet at Nickoll Field April 3.

The other individual event winners for Beverly Hills (2-2, 2-0) were Alex Falcon (1,600); Dex Lucci (long jump); Alexandro Rosario (pole vault); Dominique Sandifer (300 intermediate hurdles); Jon Simmons (800); Markus Silbiger (110 high hurdles); and Trevor Walters (100).

Girls' Track and Field

Beverly Hills 107, Inglewood 12

Sara Jabbari (1,600, 3,200) and Beverly Kaine (discus throw, shot put) both won two events for the Normans in an Ocean League meet at Nickoll Field April 3.

Raquel Hefflin (400); Erika Hill (100); Syline Kim (high jump); Jodi Raffi (100 high hurdles); Brianna Smith (triple jump); Tamara Stone (800); Asia Williams (long jump); Andrea Wilson (300 low hurdles); and Micah Winter (pole vault) were the other individual event winners for Beverly Hills (2-2, 2-0).

What's Next?

The Normans' boys' and girls' teams are scheduled to play host to Hawthorne today in an Ocean League meet at Nickoll Field beginning at 2:45 p.m. and compete in the Ocean League prelims Monday at Culver City.

Boys' Lacrosse

Los Angeles Loyola 10, Beverly Hills 8

The Normans rallied from a 3-0 first-quarter deficit to tie the score 8-8 in the fourth quarter, but the host Cubs scored the final two goals for the victory in a nonleague game April 3.

Nathan Forrest scored four goals for the Normans, while teammate Alex Komlos scored three and had one assist. Yoni Laham had the other Beverly Hills goal. Gianna Nicolosi and Todd Sheerin each had assists for the Normans.

Beverly Hills goalkeeper Matt Kaye made eight saves.

The Normans trailed 5-2 at the end of the first quarter, 7-3 at halftime and 8-5 entering the fourth quarter.

Palos Verdes 17, Beverly Hills 4

The Normans were outscored 5-0 in the first quarter of a Bay League game at Palos Verdes April 8.

Beverly Hills trailed 8-2 at halftime and 14-3 entering the fourth quarter.

Sheerin scored three goals and Laham one. Forrest had two assists.

Kaye made 10 saves.

"PV had us out-gunned and out-hustled," Normans coach Tim Ray said. "They were the better team and they showed it through all four quarters. Defensively, our slides were not effective and our middies weren't active enough defensively. Offensively, we didn't help each other fight through double teams and our shots on goal just weren't effective."

What's Next?

The Normans are scheduled to play at Culver City tonight at 6 p.m. and play host to Manhattan Beach Mira Costa Saturday at 1 p.m. at Nickoll Field in Bay League games to conclude regular-season play.

Softball

Beverly Hills 17, Inglewood 2

Alannah Bushey drove in three runs and Alexa Block, Morgan Harding and Solange Levy two each for the Normans April 15 in an Ocean League game at Inglewood shortened to five innings because of the 10-run rule.

Rebecca Rosen (3-4) pitched a two-hitter for Beverly Hills, striking out six and not walking a batter in five innings.

The Normans scored twice in the first inning, eight times in the second, three times in the third and four times in the fifth. The Sentinels scored their runs in the third and fourth.

Beverly Hills led in hits, 12-2.

Culver City 16, Beverly Hills 2

The Normans allowed nine runs in the first and seven in the second last Thursday in an Ocean League game at Culver City shortened to 4 1/2 innings because of the 10-run rule.

Beverly Hills (6-9, 2-2) scored both its runs in the fourth. Meredith Jones tripled in Block, who led off with a single. Jones scored on Jocelyn Karlan's sacrifice fly.

Jones, the Normans' starter, allowed all 16 runs (11 earned) on eight hits and walked six in two innings. She had one strike out as her record fell to 3-5.

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Beverly Hills was out-hit, 9-4.

Hacienda Heights Los Altos 17, Beverly Hills 14

The Normans were unable to hold a 12-3 fourth-inning lead in a nonleague game at Los Altos April 8.

Beverly Hills scored twice in the seventh, tying the score, 14-14, and sending the game into extra innings, but the Conquerors won the game with a three-run home run in the bottom of the eighth.

Jason Kantor went three-for-five and drove in five runs for the Normans, who also scored once in the first, three times in the second and eight times in the fourth.

Los Altos began its comeback with a run in the fourth, cutting the deficit to 12-4. The Conquerors took a 14-12 lead by scoring six times in the fifth and four times in the sixth. Los Altos had scored three runs in the first.

Erik Munzer and Justin Schwartz each had three hits for Beverly Hills, while Michael Kerman had two and drove in two runs.

Alhambra 8-7, Beverly Hills 5-4

The Normans allowed the first eight runs in the opener of a nonleague doubleheader at Alhambra Saturday, then scored three runs in the fifth and two in the sixth.

Beverly Hills combined three errors by the Moors and singles by Matt Ross, Kantor and Munzer for its three fifth-inning runs. In the sixth, Kantor doubled in Schwartz, who reached first on a force out, and Ross, who walked.

Alhambra scored five runs in the third and three in the fourth.

Trey LaSalle-Castro (1-1) pitched a complete game for the Normans, allowed eight

runs (five earned), 10 hits, walking two and striking out one in six innings.

In the second game, the Normans allowed three runs in the first, as the first five Moor batters all reached first off Beverly Hills starter Charlie Bogart (0-1).

The Normans (6-8) scored twice in the second. Kerman led off with a double and Munzer followed with a walk. Kerman advanced to third and Munzer second on Bogart's sacrifice bunt. Kerman scored on Monty Zimmerman's ground out.

Two batters later, Schwartz reached first on an error by Alhambra second baseman Dante Flores, with Munzer scoring.

The Moors scored twice in the second and once in the third, increasing their lead to 6-2.

Beverly Hills scored twice in the fourth. Zimmerman singled in Munzer, who led off with a single. Zimmerman scored as Schwartz reached first on a two-out error by Alhambra first baseman Chris Rosario.

The Moors scored the game's final run in the fifth.

Bogart allowed five runs (two earned) and three hits and walked two in two innings in his first pitching appearance of the season.

What's Next?

The Normans are scheduled to play host to Hawthorne today and Santa Monica Tuesday in Ocean League games at La Cienega Park beginning at 3:15 p.m. and at Norwalk Friday in a nonleague game beginning at 3 p.m.

Boys' Swimming

John Marrow Invitational

Freshman Kevin Suarez was Beverly Hills'

leading scorer with 27 points April 4 at the Swim-Gym.

Suarez finished third in the 100-yard backstroke, fourth in the 100-yard butterfly and swam legs on the Normans' third-place 200 freestyle relay and fourth-place 200 medley relay teams.

Suarez's 27 points put him in a six-way tie for ninth place, one point behind Kevin Reinhardt of Mira Costa. La Canada teammates Ian Mirisola and Chris Myers tied for first with 36 each.

Beverly Hills junior Willie Zhang finished third in the 100 breaststroke, while teammate Yusuke Murakami was fourth.

Zhang also swam legs on the Normans' 400 freestyle relay team which finished fourth and the 200 medley relay.

Senior Jonathan Pony swam legs on the 200 medley relay and 400 freestyle relay teams.

Senior Mikey Lee swam legs on the 200 medley relay and 200 freestyle relay teams.

Christian Apt and Daniel Ilinsky, both juniors, swam the other legs on both the 200 freestyle relay and 400 freestyle relay teams.

Beverly Hills was fifth in the team scoring with 175 points, eight behind fourth-place Torrance. La Canada topped the 14-team field with 351.

Steven Herbert has covered Beverly High sports for the Beverly Hills Weekly since 1999. He welcomes feedback and suggestions. He can be reached by e-mail at StvHerbert@aol.com, by telephone at (310) 275-7943 or by fax at (310) 273-4519.

What's Next?

The Normans are scheduled to play at Inglewood Morningside today and Santa Monica, ranked ninth in Division III, Tuesday in Ocean League games beginning at 3:15 p.m. The team is also scheduled to conduct its alumni game Saturday at 10 a.m.

Girls' Lacrosse

Redondo 8, Beverly Hills 5

Tracey McEvoy scored three goals for the Normans and Christine Kim and Jenny Redston one each April 1 in a Bay League game at Nickoll Field.

Beverly Hills goalkeeper Sloane Goldstein made 14 saves.

What's Next?

The Normans are scheduled to play at Palos Verdes Tuesday in a Bay League game beginning at 4 p.m.

Boys' Volleyball

Culver City def. Beverly Hills, 25-23, 20-25, 25-22, 25-21

Ariel Amar had 14 kills and Bo Abrams 13 for the Normans in an Ocean League match at Culver City April 3.

What's Next?

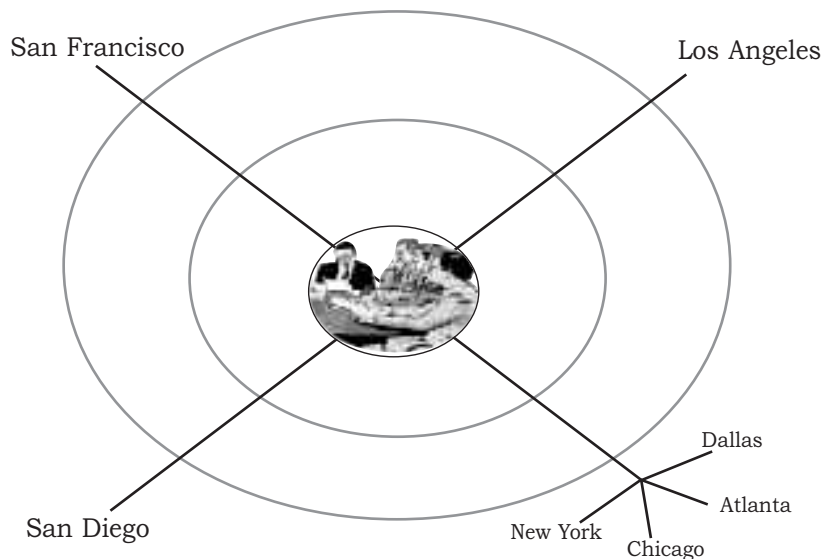
The Normans are scheduled to play host to Inglewood today and Culver City Tuesday in Ocean League matches at Beverly High beginning at 3:15 p.m.

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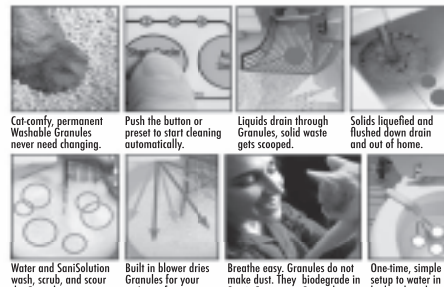
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briefs cont. from page 5

a heart transplant patient, and Dr. Mark Urman, Chief of Staff of Cardiology at Cedars-Sinai Hospital discussed the importance of a “healthy lifestyle for a healthy heart.” Students then guided their parents in a jump rope activity to measure resting, target and recovery heart rates.

Hawthorne’s Physical Education Health Night Committee, a middle school student service learning group is under the direction of Coach Mike Lambert.

City of Beverly Hills hosts Volunteer Recognition event

Mayor Barry Brucker (left) and celebrity guest speaker and Spago co-founder Barbara Lazaroff spoke at the City of Beverly Hills’ 23rd Annual Volunteer Recognition event, held at the Beverly

City of Beverly Hills hosts Volunteer Recognition event



Mayor Barry Brucker (left) and celebrity guest speaker and Spago co-founder Barbara Lazaroff

Hills Hotel on April 6. This year’s event paid tribute to a total of 333 individuals who contributed 40 or more hours of recorded service to the City in 2007.

For more information on the City of Beverly Hills Volunteer Program, call 310-285-6840 or visit www.beverly-hills.org.

Highlights placed in nation’s top 10 high school newspapers

Beverly High’s

Highlights newspaper placed 10th in the Best of Show category in the National Scholastic Press Association and the Journalism Education Association’s National Journalism Convention this weekend. Over 150 high school newspapers from around the country participated, and Highlights competed against newspapers in the nine-to-12-page category.

In the individual competitions for print journalism, junior Alex Dubin placed first in the Newswriting category, senior Michelle Kahn placed second in Review Writing and junior Willie Zhang placed second in page layout. In the individual competitions for broadcast journalism, sophomore Zoe Chait won second place in the On-Air Reporter, and junior Hanna Choi won second place for Video Commentary.

city (resident) cont. from page 5
needs substance, and needs character. And we have that, so let’s share that with our families.”

Residents like Patti Bell – who attended with her husband Les and grown son Gregory, currently a Horace Mann permit parent – see the financial potential of the proposition. In a sentiment that was echoed by others throughout the comment portion, Bell said a legacy permit program would give grandparents and non-resident alumni “a new sense of enthusiasm toward the school,” making them more likely to make financial contributions, which are particularly useful with statewide budget cuts looming.

Though the Board did not officially discuss the issue, during the Board member comment period, Myra Lurie cautioned there would not be a particularly large number of permits of any kind available, and she would prefer they go to younger students.

The Board members also discussed the future of graduation requirements at the high school.

At the April 8 meeting, the Board reached consensus on mandating students take the minimum requirements for admission to the California State University and University of California systems, and increasing the minimum number of required credits to 230. They also supported increase the foreign language requirement to two years, from

one, with middle school credits counting toward the requirement. Everyone was also in favor of increasing academic support for struggling students via shadow classes for reading/composition and algebra.

Areas of relative disagreement were discussed further in a presentation by Assistant Superintendent of Educational Services Ilene Straus. She recommended that students be required to take a science class in both ninth and 10th grades, while encouraging them to take a third year. This goes against the science department’s preference for a three-year requirement, and Brian Goldberg was the only Board member to share this preference.

To make viable a two-year, ninth and 10th grade requirement, allowing for students not taking Algebra 2, as the Board has agreed, the chemistry class will have to be restructured to become less math-intensive. The science department believes such a change would be lowering the school’s standards.

“We are competing out there for the best and brightest of the scientific world,” BHEA president and chemistry teacher Chris Bushée said.

Afraid students would not be able to complete all their required academic classes within the six-period day particularly in their junior year, and following in the footsteps of all but two other physical education (PE) programs in the state, Straus recommended reducing the physical education

requirement to two years, from three. Athletic Director Carter Paysinger and PE Department Chair Howard Edelman spoke on behalf of maintaining the three-year requirement.

“[Of] the 18 schools in the South Bay, every one, 100 percent of them would love to have a three-year requirement,” Paysinger said in an earlier interview, “but their bell schedule is not flexible enough for them to have it. We are in a position most schools would love to be in.”

Paysinger and Edelman offered that Beverly’s schedule is flexible in that the PE department has the ability to allow students to create and follow their own exercise program, while being periodically tested by a PE teacher, under the waiver program. Students in the waiver program would reap the mental and physical benefits of regular exercise, but under a proposed compromise, would not have to take an actual class.

“I think dropping down from three years to two years in physical education is a mistake,” Fenton said. “Our physical education department is a gold standard.”

However, the majority of the Board ultimately decided on making the reduction.

Another of Straus’ proposals involves the creation of a “Beverly Seminar” – a freshmen or sophomores would take as they transition from middle to high school. The class will be a semester long, to be taken opposite the required semester of health in students’

freshman or sophomore year, and in collaboration with Facing History and Ourselves will teach “Intellectual Rigor, Ethical Reflection, Emotional Engagement and Civic Agency,” according to Straus’ presentation.

“I think [the Beverly Seminar] is a real value-added for all our students,” Board member Brian Goldberg said. “I think the transition from eighth grade to high school is a very difficult time for our students, and any support we can provide through that Beverly Seminar, I think it’s just a real added bonus for our students and I think it’s a great opportunity for us to stand out as a Lighthouse district, having a program like this.”

While there was enthusiastic agreement as to the idea of the course, Fenton and Lurie were concerned that students would have to take such a class instead of an elective or core class, as well as the fact that as a non-honors course it would bring down some students’ GPA. Lurie was also concerned that students taking health over the summer would not have a class to balance with the seminar. Vice President Nooshin Meshkaty supported the class but would rather see it offered to second-semester eighth graders.

Effectively considered a tie vote, Straus will have the Board return to the issue at its next meeting May 6, when they will have a second and final reading.

city (council) cont. from page 5
traffic improvements to the area immediately surrounding the hotel.

“They’re doing improvements that are above and beyond what would be identified as mitigation for the project,” Bertoni said.

Krasne, however, remained concerned with potential increases in traffic, calling the intersection of Wilshire and Santa Monica Blvds. the fourth-worst in the country in terms of accidents, and saying the parking will not be enough to accommodate all the Hilton’s clients.

“We won’t know if it’s enough until it’s built,” Krasne said.

Brucker was concerned about the visual impact of having “A” condominium tower on the corner of Wilshire Blvd. and Merv Griffin Way, over his objections of the last few weeks, specifically in terms of how it

will obstruct the view of the original towers.

Main points of contention with regard to the Development Agreement were the Public Benefit Contribution, the Municipal Surcharge and whether or not the hotel will offer free employee parking.

Both Brucker and Krasne said they believed the City could have negotiated a \$15 million Public Benefit Fee. Briskman and others assured them \$2.45 million was the largest sum that could be agreed upon.

“I think both sides were at the breaking point,” City Chief Financial Officer Scott Miller said. “I think that if we had pressed for the \$15 million, I think the other side would have walked out of the room.”

The Municipal Surcharge is a 5 percent surcharge on all rooms in the Waldorf=Astoria, in addition to a Transient Occupancy Tax (TOT).

Because of its similarity to the TOT, the developers wanted to waive the fee for diplomats who are generally exempt. However, Brucker and others wanted to make the distinction that this is not a tax, and diplomats should pay the fee to the City.

While Brucker and Krasne believed free employee parking would help employees with the least ability to pay for parking, Briskman and Delshad claimed such a program would discourage employees from using public transportation systems, which will in turn serve to relieve traffic and help the environment.

“Free parking is not the way of the future,” Briskman said.

Briskman did not address the possibility of employees choosing to park instead in residential areas.

The Council also settled on \$1.66 mil-

lion for the School Benefit Fee.

Ultimately Brucker put the development agreement to a vote, stipulating that the Public Benefit Fee be increased to \$15 million, the Municipal Surcharge be made applicable to diplomats, employee parking be free and that the School Benefit Fee be \$1.66 million.

Vice Mayor Frank Fenton provided the swing vote, rejecting the motion.

Briskman’s motion asked only for the School Benefit Fee amendment and that the Municipal Surcharge be referred to as the “Hotel Revitalization Contribution.”

This motion passed, with Briskman, Delshad and Fenton voting for, and Brucker and Krasne voting against.

When approved and developed, the Hilton complex will provide approximately \$728.5 million over a 30-year period.

coverstory

GOING WITH THE FLOW

Traffic and Parking Commission Chair Julian Gold talks to the Weekly in an exclusive interview

By Lauren Gabbai

Tell us about the Traffic and Parking Commission.

I think our primary charge revolves around the issue of permitted parking. Much of the Commission's business, up until fairly recently, had been revolving around these permits. And in the end, the complicated ones really are the ones that involve the interface of the residents and the business community. The Commission spent a lot of time trying to balance those interests.

One of the things the Commission hears a lot, in various parts of town: "There are never any meters there because everybody's got a disabled placard." And we've seen people looking very fit get out of their cars. The rules that govern disabled placards are generated by the State, so there's a limit to what we can do. But nevertheless, we want to at least explore the kinds of things we might be able to do, so the use of disabled placards is really available to the people who need it, and isn't abused by those who don't.

In order that we can enforce speed limits in the City, the rules require that our posted speeds reflect [about] the speed at which 80 percent [of the traffic] is going. Currently, in places like in front of El Rodeo or on Burton Way, we actually have posted speeds that are far lower than that mark. People who are really speeding, it makes it too easy for them to challenge those tickets. So we need to readjust those so that they are consistent with law, and so that our police department is better able to truly enforce legitimate speeds on those roads.

Also, there are preferential parking permits, which are given to people living in single and multi-family houses. There's some sense that there's abuse of these permits, in that perhaps they're being given or sold to people who are not using them legally. An ad-hoc committee of the Commission reviewed this and is going to meet with the City Council liaison to come to some suggestions about what we might do to prevent this and/or discourage it.

It's pretty clear that traffic's only going to get worse. As traffic is trying to get through our City, not necessarily wanting to stop in our city but just wanting to pass through it, our challenge is going to be to somehow help facilitate that, but at the same time not use our residential neighborhoods as thoroughfares. I don't think

anybody really has a good idea of how to do that, but that's the challenge.

How would the addition of a designated bus lane to Wilshire Blvd. affect Beverly Hills?

Wilshire Blvd. has three lanes in each direction, and if you were going to commit one of those lanes to the bus, first off, you'd have to decide whether you're going to have local buses or express buses – If you had both, then ultimately the express buses are going to have to get around the local buses, so in reality you're almost committing two lanes to that concept.

The only way it would seem to work would be if you knew that by doing this you were going to really reduce the number of cars, and then it makes a lot of sense. But it almost becomes chicken-and-egg – You can't get people out of their cars until you have a bus, but you can't get the bus until you get rid of the cars. I think it's a difficult plan. I don't think it's a bad idea, I just don't exactly understand how it can get operationalized without having a profound negative impact on the existing flow of traffic.

Does the possibility of restriping Olympic and Pico Blvds. still threaten Beverly Hills?

[Deputy] Mayor Jaime de la Vega came and spoke to us, so that we could hear first-hand what the City of Los Angeles was thinking [about the Pico-East/Olympic-West initiative]. He indicated, and subsequently [Los Angeles Mayor Antonio] Villaraigosa has reiterated, that the issue of restriping and changing the directionality of Pico and Olympic is on hold, and may in fact be dead. At this point, we're just kind of waiting to see what Los Angeles decides they want to do.

Is Beverly Hills planning to get photo-enforced speeding cameras?

Beverly Hills has actually taken the lead on that. These cameras were designed similar to the photo-enforced red light cameras. Unfortunately, there's currently no legislation that allows these cameras. So a couple of years ago, Beverly Hills and Los Angeles got together and said, Why don't we put together this legislation? We think this would be a pretty good idea. It was opposed at the time by CHP and some

others, and ultimately the City of Los Angeles decided they were not going to support the project, too, and it kind of just died. A year later, our police department decided they would actually try and do this again. I think they're promoting it as we speak in Sacramento, and I think they've gotten a little more enthusiasm for it than they had before. If in fact they do modify the vehicle code, then we would like to try it in Beverly Hills.

What's your family life like?

Well I have a wife [Michele] – I've been married for 20-plus years – and she's a professor at USC. I have a daughter [Rebecca], she's 17, she's a junior at Beverly High. She's the Varsity Soccer goalie and has been since her freshman year. My daughter's a real jock. We spend a lot of time, we play softball. She's on the Varsity Softball team, she's a catcher. We're actually in softball season as we speak. A lot of our time is spent watching her play one sport or another. We're involved in the community in a variety of different ways. I'm on the Beverly Hills Little League Board. I'm actually on the Board of Directors of Cedars-Sinai, too, for that matter.

What is your day job?

I'm an anesthesiologist. I'm actually the co-chairman of the department [at Cedars-Sinai].

Do you feel like working as a doctor has helped you in your job as commissioner?

I think one of the things that we learn is how to listen. Usually if you listen carefully to the patient, you can figure out what's going on. So that's a skill I think I bring to the Commission – You listened to what people say and try to find consensus, find points of agreement, disagreement, and hopefully come to a consensus.

How did you choose to become part of the Traffic and Parking Commission?

I had done Team Beverly Hills and I really thought I wanted to get involved with the city. I really didn't have a clear vision of what that meant, but I did want to get involved with the City. And it happened that shortly after, there was an opening on Traffic and Parking. Unlike Architectural Design, about which I know nothing, Traffic and Parking was

something that obviously we all live with and I understood. Or thought I understood. I certainly understood as a user, if not as a Commissioner. So it seemed a logical place for me to get involved, and I was fortunate enough to get appointed.

What do you like best about working in the Traffic and Parking Commission?

I actually like the public comment. No matter what you think you know, you always learn more when your fellow residents come and talk to you. It really gives me a broader appreciation for the City and what's going on in the City and what are people thinking. Of all the things we do, I actually like the public comment the best. It gives me a better sense of Beverly Hills, what a great city this is and just how our residents think about it. I like that a lot.

What are your goals for the rest of your time as a commissioner?

For my part for this year, I want us to be effective in that I want us to identify issues we think are important and come to conclusions about what we think might be done, and present them to Council and move along. I don't want for us to have the same conversations again and again. There are so many issues out there, I really would like to see if we can't clear some of these off of our agenda. I think we've done a pretty good job at that.

So my goal is really just to be efficient, to listen to the public, to try and make some right decisions – the balance decisions between the residents and the commercial interests – and to make traffic and parking as livable as we possibly can.

Do you see any challenges to having all this in your life?

I like this stuff in my life! I think it gives life greater dimension. I really think it's important to the extent that I can make useful contributions. I think it's important to give back. As citizens, this is our city. This is the place that I work, I think it's important that you pay attention to what's going on and formulate whatever your opinions of all of that are, and you use that to inform others, and ultimately you get a better environment or workplace or community.

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you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

Attorney for petitioner:
JEFFREY L GLASSMAN ESQ SBN 53606
REYNOLDS T CAFFERATA SBN 160484
RODRIGUEZ HORII & CHOI LLP
777 S FIGUEROA ST
STE 2150
LOS ANGELES CA 90017
Beverly Hills Weekly
CN794274 SHAPELL Apr 10,17,24, 2008

**NOTICE OF PETITION TO ADMINISTER ESTATE OF
FREDA MORRIS
Case No. BP107917**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of FREDA MORRIS

A PETITION FOR PROBATE has been filed by The Canada Trust Company in the Superior Court of California, County of LOS ANGELES.

THE PETITION FOR PROBATE requests that Peter C. Ver Halen, Esq. be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests the decedent's will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held on May 5, 2008 at 8:30 AM in Dept. No. 11 located at 111 N. Hill St., Los Angeles, CA 90012.

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the deceased, you must file your claim with the court and mail a copy to the personal representative appointed by the court within four months from the date of first issuance of letters as provided in Probate Code section 9100. The time for filing claims will not expire before four months from the hearing date noticed above.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

Attorney for petitioner:
H MICHAEL SOROY ESQ
SBN 153944
LAW OFFICES OF H MICHAEL SOROY
11766 WILSHIRE BLVD STE 460
LOS ANGELES CA 90025
Beverly Hills Weekly
CN793814 MORRIS Apr 10,17,24, 2008

**NOTICE TO CREDITORS
OF BULK SALE
(Notice pursuant to
UCC Sec. 6105)**

NOTICE IS HEREBY GIVEN that a bulk sale is about to be made.

The name(s) and business address(es) of the seller(s) is/are: UNIQUE TANNING, INC., 8581 Santa Monica Blvd., #716, West Hollywood, CA 90069, Contact: KATE FALBERG

Doing business as: UNIQUE TANNING, INC.
All other business name(s) and address(es) used by the seller(s) within the past three years as stated by the seller(s), is/are: SOUTH BEACH TANNING

The location in California of the chief executive office of the seller is/are: 8581 Santa Monica Blvd., #716, West Hollywood, CA 90069

The name(s) and business address of the buyer(s) is/are: CALIFORNIA TANNING SALONS, INC. DBA: LE BEACH CLUB, 3645 Inglewood Avenue, #1, Redondo Beach, CA 90278

The assets being sold are generally described as: Inventory, equipment, business records, telephone numbers, client list, lease, fixtures/furniture, goodwill and any other fixed assets

and are located at: 110 S. Fairfax Ave., Suite A14, Los Angeles, CA 90036

The bulk sale is intended to be consummated at the office of UNIQUE TANNING, INC., 110 S. Fairfax Avenue, Suite A14, Los Angeles, CA 90036, Contact: Kate Falberg and the anticipated sale date is May 5, 2008

The bulk sale is subject to California Uniform Commercial Code Section 6106.2.

The name and address of the person with whom claims may be filed is 3645 Inglewood Ave., #1, Redondo Beach, CA 90278, Attn: Wayne LaVassar and the last day for filing claims by any creditor shall be May 2, 2008, which is the business day before the anticipated sale date specified above.

Dated April 11, 2008
WAYNE A. LAVASSAR, President, CALIFORNIA TANNING SALONS, INC., Buyer(s)

Beverly Hills Weekly
CN791089 UNIQUE Apr 17, 2008

**NOTICE OF PETITION TO ADMINISTER ESTATE OF:
MATT RENNER
CASE NO. BP110015**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the WILL or estate, or both of MATT RENNER.

A PETITION FOR PROBATE has been filed by DOROTHY M. LOWANDE AND RITA LAVONNE KERFOOT in the Superior Court of California, County of LOS ANGELES.

THE PETITION FOR PROBATE requests that DOROTHY M. LOWANDE AND RITA LAVONNE KERFOOT be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests the decedent's WILL and codicils, if any, be admitted to probate. The WILL and any codicils are available for examination in the file kept by the court.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A HEARING on the petition will be held on 05/07/08 at 8:30AM in Dept. 9 located at 111 N. HILL ST., LOS ANGELES, CA 90012

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the deceased, you must file your claim with the court and mail a copy to the personal representative appointed by the court within four months from the date of first issuance of letters as provided in Probate Code section 9100. The time for filing claims will not expire before four months from the hearing date noticed above.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code Section 1250. A Request for Special Notice form is available from the court clerk.

Attorney for Petitioner
RICHARD B. ASHWORTH, ESQ.
33401 DOSINIA DRIVE
DANA POINT, CA 92629
4/17, 4/24, 5/1/08
CNS-1320047#

ORDINANCE NO. 08-O-2545

AN ORDINANCE OF THE CITY OF BEVERLY HILLS ADDING THE 9900 WILSHIRE SPECIFIC PLAN ZONING TO THE CITY OF BEVERLY HILLS MUNICIPAL CODE, AND APPLYING THE 9900 WILSHIRE SPECIFIC PLAN ZONING IN CONJUNCTION WITH THE PROPOSAL TO DEVELOP LUXURY RESIDENTIAL CONDOMINIUMS, PUBLIC GARDENS, AND ANCILLARY COMMERCIAL USES, FOR THE PROPERTY LOCATED AT 9900 WILSHIRE BOULEVARD (THE FORMER ROBINSONS-MAY DEPARTMENT STORE SITE)

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Formal applications were submitted by Project Lotus, LLC, a Limited Liability Company (the "Applicant"), to allow construction of a residential condominium project with commercial space, public and private gardens and subterranean parking for the property located at 9900 Wilshire Boulevard (the "Project"). The Project includes requests for a general plan amendment, zone text amendment, zone change, specific plan, and development agreement for the subject property.

Section 2. Legislative Findings. Due to special circumstances surrounding the property at 9900 Wilshire Boulevard, the City Council finds that the property is unique in size and location and therefore is appropriate for development of a mixed-use project consisting of multi-story residential condominium buildings, commercial and restaurant uses and open space. The 9900 Wilshire Specific Plan has been prepared for the subject property and creation of the 9900 Wilshire Specific Plan zoning designation and application of that zoning designation to the property is necessary and appropriate for adoption and implementation of the 9900 Wilshire Specific Plan.

Section 3. The Planning Commission considered the zone text amendment and zone change set forth in this Ordinance at duly noticed public hearings on August 20, 2007, September 5, 2007, September 24, 2007, October 29, 2007, November 8, 2007, November 28, 2007, January 10, 2008, January 24, 2008 and February 7, 2008. Evidence both written and oral was presented during the hearings. After considering the evidence, the Planning Commission recommended that the City Council adopt this Ordinance.

Section 4. The City Council considered this Ordinance at duly noticed public hearings on March 11, 2008, March 20, 2008 and March 27, 2008. Evidence, both written and oral, was presented during the hearings.

Section 5. The Project, including this Ordinance, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local

CEQA Guidelines. The City prepared an initial study and, based on the information contained in the initial study, concluded that there was substantial evidence that the Project might have a significant environmental impact on several specifically identified environmental resources. Pursuant to CEQA Guidelines Sections 15064 and 15081, and based upon the information contained in the Initial Study, the City ordered the preparation of an Environmental Impact Report ("EIR") for the Project to analyze the Project's potential impacts on the environment. The City Council, by Resolution No. 08-R-12497 adopted on April 3, 2008, (a) made certain CEQA findings and determinations, (b) certified the Final Environmental Impact Report ("FEIR") (c) adopted a Statement of Overriding Considerations and (d) adopted a Mitigation Monitoring and Reporting Program. Resolution No. 08-R-12497 is incorporated herein by reference, and made a part hereof as if fully set forth herein. The documents and other material that constitute the record on which this decision is based are located in the Department of Community Development and are in the custody of the Director of Community Development. Further, the mitigation measures set forth therein are made applicable to the Project at 9900 Wilshire Boulevard.

Section 6. The City Council hereby adds a new Article 15.7 regarding the 9900 Wilshire Specific Plan to Chapter 3 of Title 10 of the Beverly Hills Municipal Code to read as follows:

"Article 15.7. 9900 Wilshire Specific Plan. 10-3.1570. Uses Permitted.

No lot, premises, roadway, open space, building or portion thereof within the area of the 9900 Wilshire Specific Plan shall be erected, constructed, built, altered, enlarged, built upon, used or occupied except as authorized by and in conformance with the 9900 Wilshire Specific Plan.

Sec. 10-3.1571. Development Restrictions. Notwithstanding any other provisions of this Chapter and Chapter 4 of this Title, development in accordance with the 9900 Wilshire Specific Plan shall not be governed by any other regulations of this Chapter or Chapter 4 of this Title governing development, including, without limitation, those regulations governing development in commercial zones, unless otherwise provided in the Specific Plan.

Sec. 10-3.1572. Conditions Ensuring Implementation of 9900 Wilshire Specific Plan. All development within the 9900 Wilshire Specific Plan shall be reviewed pursuant to the provisions of the 9900 Wilshire Specific Plan."

Section 7. The City Council hereby changes the zoning on that certain property commonly known as 9900 Wilshire Boulevard and more particularly and legally described in the legal description attached hereto as Exhibit A, from C-3 to "9900 Wilshire Specific Plan."

Section 8. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and his certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 9. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: April 9, 2008
Effective: May 10, 2008

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:
(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
RODERICK J. WOOD
City Manager

VINCENT P. BERTONI, AICP
Director of Community Development

THE RELIABLE LEGAL DESCRIPTION

This certain real property located in the State of California, County of Los Angeles, is described as follows:

PARCEL 1:

"SOUTHPORTION OF BLOCK 30 OF BEVERLY, BEING IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEING THE NORTH-WESTERLY CORNER OF LOT 4 OF SAID BLOCK 30, THENCE ALONG THE NORTHERLY LINE OF LOT 4 AND A PORTION OF LOT 3 OF SAID BLOCK 30, NORTH BY 27° 00' EAST 300.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1 OF SAID BLOCK 30, THENCE SOUTH BY 90° EAST 17.00 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE CENTER LINE OF LOT 1 OF SAID BLOCK 30, DISTANT 43.32 FEET FROM THE NORTH-WESTERLY CORNER OF LOT 4 OF SAID BLOCK 30, THENCE SOUTH BY 15° WEST 40.32 FEET TO THE NORTH-WESTERLY CORNER OF LOT 4 OF SAID BLOCK 30, THENCE ALONG THE WESTERLY LINE OF LOT 4 AND A PORTION OF SAID BLOCK 30, NORTH BY 30° 00' WEST 79.40 FEET TO THE NORTH-WESTERLY CORNER OF LOT 4 OF SAID BLOCK 30, THENCE ALONG THE NORTHERLY LINE OF LOT 4 NORTH BY 67° 30' EAST 23.37 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

"AN UNDIVIDED PART PRIVATE ROAD PURPOSES OVER THE EAST PORTION OF CERTAIN PORTIONS OF LOTS 1 AND 7 IN BLOCK 31 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 1, EAST AND NORTH BY 90° EAST 30.00 FEET MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK 31 FROM THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 30, THENCE NORTH BY 90° EAST 17.00 FEET, THENCE NORTH-WESTERLY SOUTH BY 90° EAST 17.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1 OF SAID BLOCK 30, DISTANT 43.32 FEET FROM THE NORTH-WESTERLY CORNER OF LOT 4 OF SAID BLOCK 30, AS ORIGINATED BY ORDER AND ASSIGNMENT DATED DECEMBER 28, 1908, AND RECORDED IN VOLUME 22, PAGE 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY."

EXHIBIT A

Legal description of the Project Site

VOTE:
AYES: Councilmembers Delshad, Briskman, Fenton and Mayor Brucker
NOES: Councilmember Krasne
ABSENT: None
CARRIED

ORDINANCE NO. 08-O-2546

AN ORDINANCE OF THE CITY OF BEVERLY HILLS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PROJECT LOTUS, LLC FOR CONSTRUCTION OF LUXURY RESIDENTIAL CONDOMINIUMS, PUBLIC GARDENS AND ANCILLARY COMMERCIAL USES, IN ACCORDANCE WITH THE 9900 WILSHIRE SPECIFIC PLAN FOR PROPERTY AT 9900 WILSHIRE BOULEVARD (THE FORMER ROBINSONS-MAY DEPARTMENT STORE SITE)

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Project Lotus, LLC ("Developer") proposes to enter into a development agreement (herein, the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," in connection with the construction of a luxury residential condominium project with ancillary commercial uses and gardens to be located at 9900 Wilshire Boulevard (the "Project"). The Project includes requests for a general plan amendment, zone text amendment, zone change, specific plan and a Development Agreement for the subject property.

Section 2. The Project, including this Ordinance and the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. The City prepared an initial study and, based on the information contained in the initial study, concluded that there was substantial evidence that the Project might have a significant environmental impact on several specifically identified resources. Pursuant to CEQA Guidelines Sections 15064 and 15081, and based upon the information contained in the Initial Study, the City ordered the preparation of an Environmental Impact Report ("EIR") for the Project to analyze the Project's potential impacts on the environment. The City Council, by separate Resolution No. 08-R-12497, adopted on April 3, 2008 (a) made certain CEQA findings and determinations, (b) certified the Final Environmental Impact Report ("FEIR") (c) adopted a Statement of Overriding Considerations and (d) adopted a Mitigation Monitoring and Reporting Program. Resolution No. 08-R-12497 is incorporated herein by reference, and made a part hereof as if fully set forth herein. The documents and other materials that constitute the record on which this recommendation was made are located in the Department of Community Development and are in the custody of the Director of Community Development. Further, the mitigation measures set forth therein are made applicable to the Project at 9900 Wilshire Boulevard.

Section 3. On January 24, 2008 and February 7, 2008, the Planning Commission conducted duly noticed public hearings to consider the Development Agreement and the Project. Notices of the time, place and purpose of the public hearings were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091.

Section 4. The Planning Commission recommended that the City Council adopt an ordinance approving a Development Agreement incorporating revisions recommended by the Planning Commission with respect to setting aside funds for affordable housing, requiring the Developer to make a school benefit payment to the Beverly Hills Unified School District, and setting aside a portion of the Public Benefit Fee for implementation of improvements to address congestion at the intersection of Santa Monica Boulevard and Wilshire Boulevard.

Section 5. On March 11, 2008, March 20, 2008 and March 27, 2008, the City Council conducted a duly noticed public hearing to consider the Development Agreement and the Project. Notices of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091.

Section 6. The City Council finds that the provisions of the Development Agreement are consistent with the City of Beverly Hills General Plan, as proposed to be amended as a part of the Project, and complies with its objectives and policies including the objective of developing large parcels at anchor locations that serve as gateways to the City with a variety of land uses at higher intensities, provided such developments serve as adequate transition to adjacent single family neighborhoods. The Development Agreement implements the terms of the General Plan, the 9900 Specific Plan and City ordinances, including a General Plan Amendment processed in connection with the Project to change the land use designation of the project site from Commercial to 9900 Wilshire Specific Plan, and does not allow development except in conformance with the General Plan, as amended.

Section 7. The City Council hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement on behalf of the City.

Section 8. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the

Development Agreement and the notice shall describe the land to which such contract applies.

Section 9. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall certify to the adoption of this Ordinance and shall cause this ordinance and this certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 10. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: April 9, 2008
Effective: May 10, 2008

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:
BYRON POPE
City Clerk

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
RODERICK J. WOOD
City Manager

VINCENT P. BERTONI, AICP
Director of Community Development

EXHIBIT A

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:
CITY OF BEVERLY HILLS
WHEN RECORDED MAIL TO:
City of Beverly Hills
Attention: City Attorney's Office
455 North Rexford Drive
Room 220
Beverly Hills, CA 90210

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made by and between THE CITY OF BEVERLY HILLS, a California municipal corporation (the "City"), and PROJECT LOTUS, LLC, a Delaware Limited Liability Company (the "Developer"). The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement.

A. Developer is the fee owner of that certain real property located in the City of Beverly Hills, California and described in Exhibit A attached hereto and incorporated herein by reference.

B. Developer desires to develop the Project (as hereafter defined).

C. Developer has applied to the City for approval of this mutually binding Agreement, pursuant to the provisions of the Development Agreement Act (as hereafter defined) and other applicable laws.

D. In anticipation of the development of the Project, Developer has made or will make application to the City (in its governmental capacity) for certain approvals, entitlements, findings and permits required for the development and construction of the Project, including, without limitation: (1) a general plan amendment, (2) a specific plan, (3) a zone change; (4) a zoning code amendment, (5) a vesting tentative tract map, and (6) a development agreement for the Project under the Development Agreement Act.

E. The City Council has specifically considered the advantages and impacts of this Project upon the welfare of the City and believes that the Project will benefit the City.

F. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with the City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

G. To provide such certainty, the City desires, by this Agreement, to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals. Developer would not enter into this Agreement, or agree to provide the public benefits and improvements described herein, without the City's agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals.

H. The City has determined that, as a result of the development of the Project in accordance with the Project Approvals and this Agreement, substantial benefits will accrue to the public.

I. On January 24, 2008 and February 7, 2008, pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Beverly Hills conducted a hearing on Developer's application for this Agreement.

J. On March 11, 2008, March 20 2008 and March 27, 2008, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Beverly Hills (the "City Council") conducted a hearing on Developer's application for this Agreement.

K. The City Council has found and determined

that this Agreement is consistent with the City's General Plan and all other plans, policies, rules and regulations applicable to the Project.

L. On April 9, 2008, the City Council adopted Ordinance No.08-O-2546 approving this Agreement, and such ordinance became effective on May 10, 2008.

M. By Resolution No. 08-R-12497 adopted by the City Council on April 3, 2008, the City Council reviewed and certified, after making appropriate findings, the EIR (as hereafter defined) that contemplates this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's Zoning Regulations and building regulations, adopted as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) "Beverly Hills Public Art Ordinance" means the requirements set forth in Title 3, Chapter 1, Article 8 of the Beverly Hills Municipal Code.

(c) "Building Permit" means a permit issued by the City pursuant to Title 9 of the Beverly Hills Municipal Code to authorize construction of a building or other structure. "Building Permit" shall not include a demolition permit or excavation and shoring permit, but shall include a foundation permit.

(d) "Business Day" means any day other than a Saturday, Sunday or California or Federal holiday on which banks in the City are customarily closed.

(e) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(f) "Change of Control" shall refer to a transaction whereby a transferee acquires a beneficial ownership interest in Developer (or in an Existing Owner) such that after such transaction there is a change of identity of the person or entity that has the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise.

(g) "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals.

(h) "Developer Fees" shall mean those fees established, adopted, or imposed by the City pursuant to Section 66000 et seq., of the Government Code of the State of California or the California Subdivision Map Act to offset the impact of development on the City's capital facilities, including impact fees, linkage fees, exactions, assessments or fair share charges, or other similar impact fees imposed by the City on or in connection with new development. Notwithstanding the foregoing, Developer shall not be obligated to pay any Developer Fees in connection with the Project, as all Developer Fees are included within the "Public Benefit Contribution" (as defined below). Developer Fees do not mean or include Processing Fees.

(i) "Development Agreement" or "Agreement" means this Agreement.

(j) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(k) "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit or Ministerial Approval (as hereafter defined).

(l) "Effective Date" shall mean the date this Agreement, fully executed, is recorded in the official records of the Los Angeles County Recorder.

(m) "EIR" shall mean the final Environmental Impact Report (SCH No. 2006071107) which addresses the Project and was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA.

(n) "EMS Fee" means the fee paid pursuant to the provisions of Section 10(e) of this Agreement, which payments may be used by the City for various public projects and programs.

(o) "General Plan" means the General Plan of the City, as it exists as of the Effective Date.

(p) "Ministerial Permit(s)," or "Ministerial Approval(s)" means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable

rules, statutes, ordinances, conditions of approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(q) "Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop the Project.

(r) "Mortgagee" means the holder of the beneficial interest under any Mortgage.

(s) "Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees.

(t) "Project" means the development project as described in the final EIR, as modified by the Project Approvals.

(u) "Project Approvals" shall include, collectively, a General Plan Amendment, specific plan, zone change, zoning code amendment, and vesting tentative tract map approved by the City with respect to the Project and shall include any Subsequent Project Approvals (as hereafter defined).

(v) "Property" means the real property described in Exhibit "A" attached hereto.

(w) "Public Benefit Contribution" means the payment from the Developer to the City pursuant to Section 10(d) of this Agreement, which payment may be used by the City for various public projects and programs, and which payment includes any and all Developer Fees (as defined above).

(x) "Reserved Powers" means the power and authority of the City to enact regulations and/or take Discretionary Action if the same is expressly found by the City to be necessary to protect residents of the City, those employed in the City, or visitors to the City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement).

(y) "Sales Transaction" means any transaction evidenced by the recording of a conveyance document that conveys the Property, or any subdivided portion of the Property, and which conveyance would be subject to, and not exempt from, the Los Angeles County Documentary Transfer Tax (Los Angeles County Code, Chapter 4.60) or the City of Los Angeles Real Estate Transfer Tax (Los Angeles City Municipal Code, Chapter 2, Article 1.9) as those taxes existed on the Effective Date of this Agreement. A transaction whereby the possession of all or a portion of the Property is transferred but the seller retains the title as security for the payment of the price shall be deemed a Sales Transaction. Notwithstanding the foregoing, a transfer of all or a portion of the Property as a result of a judicial or non-judicial foreclosure, or by deed in lieu of foreclosure, initiated by a Mortgagee, shall not be deemed a Sales Transaction. For the purposes of triggering the EMS Fee only, a Sales Transaction shall include (i) any sale, assignment, or transfer of fifty percent (50%) or more of the beneficial ownership interest in Developer, whether in one transaction or a series of transactions, provided however, that any transfers of ownership interests among the owners (or the beneficial owners of such owners) of any successor Developer hereunder (each an "Existing Owner"), shall not be deemed a Sales Transaction so long as the EMS Fee shall have been paid in connection with the acquisition of the Property by such successor Developer and the transferee was an Existing Owner at the time of such acquisition, or (ii) any Change of Control.

(z) "Subsequent Land Use Regulations" means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.

(aa) "Subsequent Project Approvals" shall mean all further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required or requested with respect to the Project, including, without limitation, any tentative subdivision map, whether vesting or non-vesting. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval.

(bb) "Zoning Regulations" shall mean the official zoning regulations of the City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises. Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. The Developer intends to develop the Property as described in the Project Approvals and the final plans submitted to the City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval.

3. Property Subject to Agreement. This Agreement shall apply to all of the Property.

4. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals and this Agreement.

5. Term of Agreement. The initial term of this Agreement shall commence on the Agreement Effective Date, and shall continue for two (2) years. If a vesting tentative subdivision map for the Project is approved by the City, then the term of this Agreement shall be extended until expiration of that vesting tentative map or approval and recordation of a final subdivision map for the Project, whichever is earlier. Additionally, if a final subdivision map for the Project is approved by the City, then the term of this Agreement shall be extended until the expiration of the vested rights that accompany the vesting tentative tract map for the Project. In addition to the above, at any time, the term may be extended by Developer for one year or more provided that the total extension period does not exceed three years. An extension by Developer pursuant to the prior sentence shall be effective upon written request of Developer provided to the City at least ten (10) days before the expiration of the term (including any previous extension) and a concurrent payment to the City of the following amounts: for the first year of extension, Developer shall pay five hundred thousand dollars (\$500,000), for the second year of extension, Developer shall pay seven hundred fifty thousand dollars (\$750,000) and for the third year of extension, Developer shall pay one million dollars (\$1,000,000). Notwithstanding the term set forth above, the obligation to pay the Environmental Mitigation and Sustainability Fee pursuant to Section 10 shall continue indefinitely as provided in Sections 10 and 13.

Additionally, in the event of any litigation or referendum initiated by third parties to attack, set aside, modify, void or annul this Agreement, any of the Project Approvals, or the EIR (a "Challenge"), the term of this Agreement shall be tolled for the period during which such Challenge is proceeding until fully and finally resolved.

6. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, (the Pardee Case) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict the Developer's time to complete the Project.

7. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. The City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended from time to time. Developer shall not cause or permit any use of the

Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended from time to time. In addition, Developer shall not permit the use of the Property for an Adult Entertainment Business or Sexual Encounter Center as defined in the zoning regulations of the City of Beverly Hills.

8. Developer's Rights. Developer shall have and is hereby vested with the rights, during the term of this Agreement, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended from time to time, all of which are hereby incorporated in this Agreement by reference.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees as provided in this Agreement), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules or Developer's entitlements under the Project Approvals, shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of the City's Reserved Powers.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, mechanical, plumbing and electrical regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project, if such changes or additions are specifically mandated to be applied to developments such as the Project, irrespective of vested rights, by applicable California or federal laws or regulations. Where the City or Developer believes that such a change or addition exists that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination as to the applicability of the change or addition to California or federal laws to the Project shall be final and conclusive. However, nothing in this Agreement shall deprive Developer of the rights possessed by any other property owner, absent vested rights, to challenge the appropriateness of the application to the Project of the change or addition.

(d) Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that such a change is applied on a Citywide basis.

10. Developer's Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Reimbursement of Project Approval Costs. No later than the Effective Date, Developer shall reimburse the City for all of its costs to process the Project Approvals, including legal and environmental processing costs related to the Project Approvals and preparation of this Agreement, if any.

(c) Processing Fees. Developer agrees to pay all Processing Fees, including City plan check fees, building inspection fees, and permit fees, at the rate and amount in effect at the time the fee is required to be paid.

(d) Public Benefit Contribution. Developer shall pay to the City a Public Benefit Contribution of thirty million dollars (\$30,000,000).

(i) Timing of Payment. Developer shall pay to the City thirteen million dollars (\$13,000,000) of the Public Benefit Contribution no later than ninety (90) days after issuance of the first Building Permit for the Project. Developer shall pay to the City an additional six million five hundred thousand dollars (\$6,500,000) of the Public Benefit Contribution no later than four hundred fifty five (455) days after issuance of the first Building Permit for the Project. Developer shall pay to the City the remaining ten million five hundred thousand dollars (\$10,500,000) of the Public Benefit Contribution prior to issuance of the first certificate of occupancy (or temporary certificate of occupancy) for any portion of the Project.

(ii) Security for Payment. Developer shall secure the payment of the Public Benefit Contribution by arranging for an irrevocable standby letter of credit to be issued to the City, as beneficiary, for thirty million dollars (\$30,000,000) guaranteeing payment of the Public Benefit Contribution in form and content satisfactory to the city attorney. The standby letter of credit shall be issued to the City before the City issues a Building Permit for the Project. The letter of credit shall be issued by a financial institution acceptable to the City with a presence in California at which the letter of credit may be presented for payment. The City acknowledges that the

following prospective issuers are acceptable to the City: Bank of America, Wells Fargo Bank, Citibank, City National Bank, and J.P. Morgan Chase Bank. The letter of credit shall provide that the City may fully draw upon such letter of credit in the event that: (x) the City issues a written statement that, after all applicable notice and cure periods have expired, Developer has failed to make any payment on or before the deadlines set forth in subsection (i) above or (y) the letter of credit has not been renewed or replaced at least thirty (30) days prior to its expiry date and all payments have not been made pursuant to subsection (i) above. The City shall permit adjustment of the amount of the letter of credit upon receipt of payments under subsection (i). The adjustment shall reduce the amount secured by the letter of credit to reflect the payments paid to the City and those payments still owed to the City.

(iii) Affordable Housing Contribution. The City Council shall place a portion of the Public Benefit Contribution into an affordable housing fund that shall be used by the City for the purpose of promoting the provision of affordable housing in the City of Beverly Hills, or as otherwise may be permitted by State law. The amount to be placed in the affordable housing fund shall be three million dollars (\$3,000,000).

(e) Environmental Mitigation and Sustainability Fee

(i) Amount of Fee. Concurrent with the close of each Sales Transaction, the seller shall pay or cause to be paid to City an Environmental Mitigation and Sustainability Fee ("EMS Fee"). The amount of the EMS Fee shall be equal to \$4.50 for each \$1,000 of the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale). The EMS Fee shall be paid from the escrow account set up for the Sales Transaction. The fee shall be paid upon each Sales Transaction by the then current owner.

(ii) Adjustment of EMS Fee. If, after the Effective Date of this Agreement, the City adopts or increases a real estate transfer tax or documentary transfer tax for Beverly Hills, so that the combined total of the City's taxes and the County of Los Angeles Documentary Transfer Tax exceeds the current \$1.10 per \$1000 of City and County documentary transfer taxes, then the EMS Fee imposed upon all subsequent Sales Transactions shall be reduced by the amount of the combined taxes that exceeds \$1.10 per \$1000. For example, if City adopts a real estate transfer tax of \$2.20 per \$1000, thus increasing the combined City and County real estate transfer taxes and documentary transfer taxes to \$3.30 per \$1,000 of sales price, then the EMS Fee on all subsequent Sales Transactions would be \$2.30 per \$1000 of sales price (\$4.50-\$2.20 = \$2.30). If the City increases the documentary transfer tax or adopts a real estate transfer tax so that the combined taxes exceed \$5.60 per \$1000 of sales price, then no further EMS Fee shall be due or payable.

(f) Liens for EMS Fee Payable Upon Sale. Developer hereby grants to the City, with power of sale, a lien on the Property, each lot or parcel created by the tentative tract map for the Project, including without limitation, following the creation thereof, each condominium unit in the Project, to secure the payment of the EMS Fee payable upon each Sales Transaction. In the event that the EMS Fee secured by such lien is not paid concurrently with and as a condition to the closing of a Sales Transaction, then the City may enforce such lien by sale by the City, its attorney or any other person or entity authorized by the City Manager to conduct the sale. Any such sale shall be conducted in accordance with California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h, or in any other manner permitted or provided by law. The City, through its agent authorized by the City Manager, shall have the power to bid on the encumbered property at the sale, using as a credit bid the amounts secured by such lien, its own funds, or funds borrowed for such purpose, and to acquire the lot or parcel. The City is hereby granted, in trust, the applicable lot or parcel and is appointed as trustee for purposes of noticing and effecting any sale pursuant to the provisions of this Section and is hereby expressly granted a "power of sale" in connection therewith. Developer, or any subsequent owner of the Property or any portion thereof, shall provide notice to City, in a form satisfactory to City, upon any opening of escrow that will result in a Sales Transaction or any other conveyance of the Property or portion thereof. The notice shall include a declaration stating the amount of the EMS Fee due upon closing of any Sales Transaction, or in the case of a conveyance that is not a Sales Transaction, the reason that such conveyance is not a Sales Transaction and therefore not subject to the EMS Fee. Upon receipt of the full amount of the EMS Fee payable with respect to a sale, the City shall execute and deliver such documentation, in recordable form, as Developer, the buyer or the title company may reasonably request to evidence the payment of the EMS Fee and extinguishment of the City's lien rights with respect to such sale (a "Lien Release"). Such Lien Release shall also indicate that payment of the EMS Fee shall not extinguish the City's lien rights with respect to subsequent Sales Transactions. In the event that the City determines that a conveyance is not a Sales Transaction, the City shall execute and deliver to the seller, buyer or title company documentation that the City has determined that the conveyance is not a Sales Transaction and not subject to the EMS Fee.

(g) Public Open Space Easement. Prior to issuance of a Building Permit for the Project, Developer shall execute an open space easement in favor of the City for the public gardens as shown in the Specific Plan, and as shown in Exhibit B attached here-

to and incorporated herein by reference. The open space easement shall ensure that the public gardens are maintained as public open space for the life of the Project (which maintenance, once the Project's property owners association (the "Association") becomes operational, shall be the responsibility of the Association). The open space easement shall be in form and substance satisfactory to the City Attorney and substantially in the form set forth in Exhibit C.

(h) Gateways. Prior to issuance of a certificate of occupancy (or temporary certificate of occupancy) for the first of the Project's condominium units, Developer shall construct or install two significant "gateway statements" to enhance the significance of the entry to Beverly Hills. One gateway statement shall be located along Wilshire Boulevard and the other gateway statement shall be located along Santa Monica Boulevard. Both gateway statements shall be provided on the Project site in an area that is clearly visible to the general public entering Beverly Hills. The gateway statements may take the form of public art, landscaping, architectural features such as fountains, or other features satisfactory to the City of Beverly Hills.

(i) Design. Prior to issuance of a Building Permit for the Project, Developer shall provide conceptual drawings depicting the gateway statements and their location. Prior to issuance of a certificate of occupancy (or temporary certificate of occupancy) for the first of the Project's condominium units, the proposed gateway statements shall be reviewed and approved by the City's Architectural Commission. The aggregate cost of constructing, or purchasing and installing, the gateway statements shall not be required to exceed two hundred fifty thousand dollars (\$250,000). If the gateway statements include public art, the City's Fine Arts Commission shall review and approve the public art prior to its installation. Decisions of the Architectural Commission and Fine Arts Commission shall be appealable to the Planning Commission, and decisions of the Planning Commission shall be appealable to the City Council, provided that all applicable appeal fees shall be paid. Any appeals shall be filed within ten (10) days of the final decision that is the subject of the appeal. The gateway statements shall be constructed or installed in substantial compliance with the approved drawings.

(ii) Public Art Requirement. The gateway statements, combined with a payment of two hundred fifty thousand dollars (\$250,000) into the fund established pursuant to Beverly Hills Municipal Code Section 3-1-808 shall satisfy Developer's obligations under the Beverly Hills Public Art Ordinance.

(iii) Maintenance. Until the Association becomes operational, Developer shall own the gateway statements and maintain the gateway statements in good condition and repair. Once the Association becomes operational the gateway statements shall be deemed part of the Project's common area and shall be maintained by the Association. Additionally, the Developer, initially, and thereafter the Association, shall maintain insurance satisfactory to the City's Risk Manager and City Attorney and in an amount equal to the value of the gateway statements, which insures the gateway statements against any loss or damage, including vandalism. Upon damage, the party tasked with maintaining the gateway statements shall timely repair or replace the gateway statements, as appropriate, to the reasonable satisfaction of the City's Director of Community Development. Prior to occupancy of the Project's first condominium unit, Developer shall record a covenant in favor of the City (or as part of the Project's recorded declaration of covenants, conditions and restrictions ("CC&Rs")) evidencing the obligation to maintain the gateway statements in accordance with this Section 10(h). The covenant shall be in form and substance reasonably satisfactory to the City Attorney and shall not be subject to amendment without the City's reasonable consent.

(i) Bus Turnouts. Prior to issuance of a Building Permit, Developer shall dedicate to the City of Beverly Hills right of way easements along the Project's Wilshire Boulevard frontage and Santa Monica Boulevard frontage sufficient to provide sidewalk area behind bus turnouts in locations as shown on Exhibit D. The dedication shall be in form and substance satisfactory to the City Attorney and substantially in the form set forth in Exhibit D.

(j) Access for City Shuttle. Prior to issuance of a Building Permit for the Project, Developer shall dedicate to the City a non-exclusive easement to allow any City sponsored, financed or operated shuttle service vehicle to access the Project site for the purpose of picking up or dropping off residents and visitors to the site at the valet area for the commercial uses on the Project site (to the extent the Project includes valet parking, or otherwise at the commercial parking entrance area). The easement shall be in form and substance satisfactory to the City Attorney and substantially in the form set forth in Exhibit E.

(k) Beverly Hills Unified School District Benefit Fee. Prior to the issuance of a Building Permit for the Project, Developer shall pay to the Beverly Hills Unified School District a school benefit fee in the amount of one million dollars (\$1,000,000).

(l) Subway Portal. Prior to obtaining a Building Permit for the any part of the Project, Developer shall dedicate an easement to the City substantially in the form set forth in Exhibit F. The easement shall be for the purpose of providing a portal for a subway station under Wilshire Boulevard or Santa Monica Boulevard and shall be assignable to the Metropolitan Transportation Authority or any other governmental entity responsible for constructing or maintaining a subway line. The easement shall provide that the surface area of the portion of the portal on the Property at ground level shall be no more than 300 square feet. The easement shall automatically terminate unless each of the following

conditions are met: (i) the City must accept the easement within twenty (20) years from the Effective Date of this Agreement; and (ii) the Metropolitan Transportation Authority, or other appropriate governmental entity, must have secured funding for construction of the station within twenty (20) years from the Effective Date of this Agreement. The easement shall limit the portal so that it does not materially interfere with or limit access to the Project, interfere in any way with the structural integrity of the Property or buildings or structures on the Property, or materially interfere with the operations of the Property or the businesses located on the Property.

11. Issuance of Building Permit. The City shall be under no obligation to issue a Building Permit for the Project until: (i) all the fees and other obligations set forth in Section 10 and due before issuance of a Building Permit have been fully paid or otherwise fulfilled; and (ii) any lender whose lien is prior and superior to the lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the lien, conveyances and covenants created and required by this Agreement.

12. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Notwithstanding the above, failure to make a Public Benefit Contribution payment shall not constitute a default by Developer if the City has presented the standby letter of credit provided pursuant to Section 10 and been paid the amount of the applicable portion of the Public Benefit Contribution by the issuer of the letter of credit.

Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868. Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against the City for any alleged default or breach by the City. In no event shall consequential damages be available against Developer or any seller of any portion of the Property for any alleged default or breach of this Agreement.

13. Termination and Expiration. Upon the expiration of the term or termination of this Agreement, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect Developer's obligations under Section 10, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination. The obligations under Section 10, and the obligation to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed.

14. Transfers of Interests in Property or Agreement.

In the event of a proposed transfer of interest in the Property or in this Agreement by Developer to a transferee other than a retail purchaser of an individual residential condominium unit, Developer agrees to provide the City at least thirty (30) days written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this Agreement. The assignment and assumption agreement shall be in a form satisfactory to the City Attorney. However, Developer has no obligation to obtain the consent of the City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement.

15. Mortgagee Protection.

(a) In General. The provisions of this Agreement shall not prevent or limit Developer's right to encumber the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to such portion. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. The City shall not unreasonably withhold its consent to any such request for interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in the City's sole determination, diminish the City's benefits from this Agreement. Any Mortgagee shall be entitled to the rights and privileges set forth in this Section.

(b)Notice of Default to Mortgagee. If a Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, the City shall exercise its best efforts to provide to such Mortgagee written notification from the City of any failure or default by Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee at such time as such notification is delivered to Developer.

(c)Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement, plus an additional sixty (60) days if, in order to cure such failure or default, it is necessary for the Mortgagee to obtain possession of the property such as by seeking the appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure or attempt to cure any such failure or default shall provide written notice to the City that it is undertaking efforts of such a nature; provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

(d)Liability for Past Defaults or Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section shall prevent City from exercising any remedy it may have for a default under this Agreement, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee.

16. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

17. Indemnification.

(a)Developer agrees to and shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section 17, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, the City agrees, at no cost to the City, to cooperate with Developer. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and the City in any such action.

(b)In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or the EIR prepared and certified for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse the City for the City's costs in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or the EIR and Developer shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against the City. Developer shall cooperate with the City in any such defense as the City may reasonably request and may not resolve such challenge without the agreement of the City. In the event Developer fails or refuses to reimburse the City for its cost to defend any challenge to this Agreement, the Project Approvals or the EIR, the City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 12 above. In all events, the City shall have the right to resolve any challenge in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

In order to ensure compliance with this Section 17(b), within twenty (20) days after notification by the City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the EIR prepared and adopted for the Project, Developer shall deposit with the City cash or other security in the amount of one hundred thousand dollars (\$100,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to the City of all costs related to any action triggering the obligations of this Section. If the City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from the City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security up to an additional fifty thousand dollars (\$50,000.00)

is necessary to secure the obligations of this section, Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. The City shall promptly notify Developer of any claim, action or proceeding within the scope of this Section and the City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

18. Relationship of the Parties. The Parties acknowledge and agree that Developer is not acting as an agent, joint venturer or partner of the City, but each is, in fact, an independent contractual party and not in any way under the control or direction of the City except as is expressly provided to the contrary in this Agreement.

19. Recordation. The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles no later than ten (10) days after the effective date of the ordinance approving this Agreement. Developer shall reimburse the City for all costs of such recording, if any.

20. No Third Party Beneficiaries. The only signatories to this Agreement are the City and Developer. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

21. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

22. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

23. Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

24. Periodic Reviews.

(a)Annual Reviews. The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to the City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b)Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse the City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c)Procedure for Review. The City's Director of Community Development (the "Community Development Director") shall conduct the review contemplated by this Section 24 to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community Development Director shall give Developer written notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community Development Director, Developer shall furnish such documents or other information as requested by the Community Development Director.

(d)Result of Review. If, following such a review, the Community Development Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form, and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles.

If, following such a review, the Community Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community Development Director shall provide Developer with written notice of

such noncompliance as provided in Section 12 and the City may follow the default procedures as set forth in Section 12.

(e)Effect on Default. Nothing in this Section 24 shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section 24, or from terminating this Agreement pursuant to the provisions of Section 12 following any event of default by Developer.

25. Future Litigation Expenses.

(a) Payment of Prevailing Party. If the City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b)Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

26. Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

27. Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(i) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(ii) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with the issuance of any Subsequent Project Approval. Any Subsequent Project Approval issued after the Effective Date of this Agreement automatically shall be incorporated into this Agreement and vested hereby.

28. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

29. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

S30. everability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of Section 10 is held invalid or unenforceable before approval of a tentative subdivision map for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

31. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Permitted Delay," which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the EIR.

32. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a "Communication") to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: Project Lotus LLC
Attn: Manager
Rodeo Collection
424 North Rodeo Drive
Third Floor
Beverly Hills, CA 90210

With Copy to: Candy & Candy
100 Brompton Road, Knightsbridge
London
SW3 1ER
United Kingdom

To City: City Manager
City of Beverly Hills
455 North Rexford Drive
Third Floor
Beverly Hills, California 90210

With Copy to: City Attorney
City of Beverly Hills
455 North Rexford Drive
Room 220
Beverly Hills, California 90210

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section 32 change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

33. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

34. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

35. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, state and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

38. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the ____ day of _____, 200__.

CITY OF BEVERLY HILLS,

A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:
BYRON POPE
City Clerk

PROJECT LOTUS LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
RODERICK J. WOOD
City Manager

EXHIBIT A
Legal Description

THE PROPOSED LEGAL DESCRIPTION

The parcel of property located in the State of California, County of Los Angeles described below is:

PARCEL 1:
THAT PORTION OF BLOCK 33 OF BEVERLY, WARD 2, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT 4 OF SAID BLOCK 33, THENCE ALONG THE NORTHERLY LINE OF LOT 4 AND A PORTION OF LOT 5 OF SAID BLOCK 33, NORTH BY 27° 00' EAST 300.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 5 OF SAID BLOCK 33, THENCE NORTH BY 0° 00' EAST 129.00 FEET TO THE POINT OF BEGINNING; 33 PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED WITHIN A STRIP OF LAND, 46 FEET WIDE, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

PARCEL 2:
AN EASEMENT FOR PRIVATE ROAD PURPOSES OVER THE EASTERLY 36 FEET OF THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 33, OTHERWISE, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDING WITHIN A STRIP OF LAND, 46 FEET WIDE, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID BLOCK 33, DISTANT 300.00 FEET BY 27° 00' EAST 300.00 FEET ALONG THE NORTHERLY LINE OF SAID BLOCK 33 FROM THE NORTHERLY CORNER OF LOT 4 OF SAID BLOCK 33, THENCE NORTH BY 0° 00' EAST 129.00 FEET TO THE POINT OF BEGINNING; 33 PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED WITHIN A STRIP OF LAND, 46 FEET WIDE, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

EXHIBIT B

Map Exhibit of Public Open Space Area



EXHIBIT C

Form of Open Space Easement

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Agreement or the Easement, Grantee shall give written notice to Grantor of such violation. If Grantor fails to cure the violation within fifteen (15) days after said written notice is given, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Agreement or the Easement, to recover any damages to which Grantee may be entitled for violation by Grantee of the terms of this Agreement or the Easement, or may cure the violation in which event Grantor shall reimburse Grantee for the costs incurred by Grantee in connection with violation within ten (10) days after written demand with evidence of such costs. Additionally, without notice or the expiration of any cure period, Grantee may enjoin the violation, ex parte, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief.

6. Miscellaneous. (a)Notices. Any notice to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantor: Project Lotus LLC
Attn: Manager
Rodeo Collection
424 North Rodeo Drive
Third Floor
Beverly Hills, CA 90210

With a copy to: Candy & Candy
100 Brompton Road, Knightsbridge
London
SW3 1ER
United Kingdom

If to Grantee: City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive, Third Floor
Beverly Hills, California 90210
Attn: City Manager

With a copy to: City of Beverly Hills
455 North Rexford Drive, Suite 220
Beverly Hills, California 90210
Attn: City Attorney

(b)Assignment; Successors and Assigns. Upon prior written notice to Grantee, the Grantor may assign its obligations hereunder to the property owners' association for the Development provided title to the Easement Area is also conveyed to such association, but this Agreement may not be assigned to any other person or entity (except as collateral to a lender providing financing for the development) without the prior written consent of the City Manager.

(c)Runs With Land. The covenants and agreements contained herein and the rights, privileges and easements herein granted shall run with, burden and shall be appurtenant to the properties described herein.

(d)Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

(e)Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f)Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g)Further Acts. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement (including, without limitation, obtaining and delivering to Grantee prior to the recordation of this Agreement reasonable subordination agreements from the holders of any liens encumbering the Easement Area that are or might be senior to this Agreement or the Easement as of the date of the recordation of this Agreement).

(h)Attorneys' Fees. If any action shall be commenced to enforce the terms of this Agreement or to declare the rights of the parties hereunder, the prevailing party shall be entitled to recover all of its costs and expenses (including, but not limited to, its actual attorneys' fees) from the nonprevailing party. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive the termination of this Agreement.

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

GRANTOR:
PROJECT LOTUS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

GRANTEE:
THE CITY OF BEVERLY HILLS,
a municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

(SEAL)

BYRON POPE
City Clerk

Approved as to form:
LAURENCE WIENER
City Attorney

Approved as to content:
RODERICK J. WOOD
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

EXHIBIT "B"

DESCRIPTION OF EASEMENT AREA

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)
This is to certify that the interest in real property conveyed by that certain Open Space Easement Agreement dated _____, 2008, from PROJECT LOTUS, LLC, to the CITY OF BEVERLY HILLS, a municipal corporation (the "City"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by resolution of the City, Resolution Number _____, adopted on _____, and that the City consents to recordation thereof by its duly authorized officer.
Dated: _____, 2008

CITY OF BEVERLY HILLS

Roderick Wood,
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf

of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT D

Form of Bus Turnout Easement Agreement

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
City Clerk
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, California 90210

THE AREA ABOVE IS RESERVED FOR
RECORDER'S USE

A.P.N.: _____
Exempt from recording fees pursuant to Government Code § 27383.
Exempt from documentary transfer taxes pursuant to Revenue Taxation Code § 11922.

BUS TURNOUT EASEMENT AGREEMENT

This BUS TURNOUT EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2008 (the "Effective Date"), by and between PROJECT LOTUS, LLC, a Delaware limited liability company ("Grantor") and THE CITY OF BEVERLY HILLS, a municipal corporation ("Grantee").

R E C I T A L S

A. Grantor is the owner of the land described on Exhibit "A" and the improvements thereon ("Grantor Parcel").

B. Grantor and Grantee have entered into a Development Agreement dated _____, 2008 (the "Development Agreement") in connection with a proposed development ("Development") on the Grantor Parcel.

C. The Development Agreement requires that Grantor enter into this Agreement prior to the issuance of a building permit with Grantee to provide right of way easements for bus turnouts along the Development's Wilshire Boulevard and Santa Monica Boulevard frontages that are assignable to the Metropolitan Transportation Authority (the "MTA") or any other governmental entity responsible for operating public bus service along those roadways.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee two perpetual easements in and over the Grantor Parcel described on Exhibit B (the "Easements") as follows: (i) one easement sufficient to provide a sidewalk area, behind bus turnout along the Development's Wilshire Boulevard frontage, and (ii) one easement sufficient to provide a sidewalk area, behind bus turnout along the Development's Santa Monica Boulevard frontage.

2. Purpose of Easement. The purpose of the Easements shall be for the construction, installation, operation, access to (including access by the public), maintenance, improvement and repair/replacement (as necessary) of sidewalk area, behind bus turnouts.

3. Property Taxes; Liens. Grantor shall pay, prior to delinquency, all property taxes, special taxes and assessments assessed against the easement areas, and shall keep the easement areas free of all liens except for liens securing financing for the Development, which must be subordinate or subordinated to this Agreement and the Easement.

4. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Agreement or the Easement, Grantee shall give written notice to Grantor of such violation. If Grantor fails to cure the violation within fifteen (15) days after said written notice is given, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Agreement or the Easement, to recover any damages to which Grantee may be entitled for violation by Grantee of the terms of this Agreement or the Easement, or may cure the violation in which event Grantor shall reimburse Grantee for the costs incurred by Grantee in connection with violation within ten (10) days after written demand with evidence of such costs. Additionally, without notice or the expiration of any cure period, Grantee may enjoin the violation, ex parte, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief.

5. Miscellaneous. (a)Notices. Any notice to be given under or in connection with this Agreement shall be in writing and shall be

deemed to have been given upon: (i) personal delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantor: Project Lotus LLC
Attn: Manager
Rodeo Collection
424 North Rodeo Drive
Third Floor
Beverly Hills, CA 90210

With a copy to: Candy & Candy
100 Brompton Road, Knightsbridge
London
SW3 1ER
United Kingdom

If to Grantee: City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210
Attn: City Manager

With a copy to: City of Beverly Hills
455 North Rexford Drive, Suite 220
Beverly Hills, California 90210
Attn: City Attorney

(b)Assignment; Successors and Assigns. The Grantee may assign its rights and obligations hereunder to the MTA or to any other governmental entity responsible for operating public bus service along Wilshire Boulevard or Santa Monica Boulevard and, upon a written assumption by such assignee of the obligations hereunder, Grantee shall be released from all obligations and liabilities arising after the date of the assumption. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, each party, its successors, assigns and successors-in-interest.

(c)Running With Land. The covenants and agreements contained herein and the rights, privileges and easements herein granted shall run with, burden and shall be appurtenant to the properties described herein.

(d)Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

(e)Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f) Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g)Further Acts. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement (including, without limitation, obtaining and delivering to Grantee prior to the recordation of this Agreement reasonable subordination agreements from the holders of any liens encumbering the easement areas that are or might be senior to this Agreement as of the date of the recordation of this Agreement).

(h)Attorneys' Fees. If any action shall be commenced to enforce the terms of this Agreement or to declare the rights of the parties hereunder, the prevailing party shall be entitled to recover all of its costs and expenses (including, but not limited to, its actual attorneys' fees) from the nonprevailing party. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive the termination of this Agreement.

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

GRANTOR:
PROJECT LOTUS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

GRANTEE:
THE CITY OF BEVERLY HILLS

By: _____

Print Name: _____

Title: _____

ATTEST:

(SEAL)
BYRON POPE
City Clerk

Approved as to form:

LAURENCE WIENER
City Attorney

Approved as to content:

RODERICK J. WOOD
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

EXHIBIT "B"

DESCRIPTION OF EASEMENTS

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Bus Turnout Easement Agreement dated _____, 200____, from _____, to the CITY OF BEVERLY HILLS, a municipal corporation (the "City"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by resolution of the City, Resolution Number _____, adopted on _____, and that the City consents to recordation thereof by its duly authorized officer.
Dated: _____, 200____

CITY OF BEVERLY HILLS

City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)

on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT E

Form of Non-exclusive Easement to Allow Shuttle Service Vehicle Access to Project

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, California 90210

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

A.P.N.: _____
Exempt from recording fees pursuant to Government Code § 27383.
Exempt from documentary transfer taxes pursuant to Revenue Taxation Code § 11922.

SHUTTLE ACCESS EASEMENT AGREEMENT

This SHUTTLE ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2008 (the "Effective Date"), by and between PROJECT LOTUS, LLC, a Delaware limited liability company ("Grantor") and THE CITY OF BEVERLY HILLS, a municipal corporation ("Grantee").

R E C I T A L S

A. Grantor is the owner of the land described on Exhibit "A" and the improvements thereon (collectively "Grantor Parcel").

B. Grantor and Grantee have entered into a Development Agreement dated _____, 2008 (the "Development Agreement") in connection with a proposed development ("Development") on the Grantor Parcel .

C. The Development Agreement requires that Grantor enter into this Agreement with Grantee prior to the issuance of any building permit for the proposed development.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, a non-exclusive perpetual easement ("Easement") in and over the portion of the Grantor Parcel described on Exhibit "B" (the "Easement Area").

2. Purpose of Easement. The purpose of the easement shall be for the ingress, egress and the loading and unloading of members of the public by any shuttle vehicle operated by a shuttle vehicle service designated in writing to Grantor from time to time by the City Manager.

3. Property Taxes; Liens. Grantor shall pay, prior to delinquency, all property taxes, special taxes and assessments assessed against the Easement Area, and shall keep the Easement Area free of all liens except for liens securing financing for the Development, which must be subordinate or subordinated to this Agreement and the Easement.

4. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Agreement or the Easement, Grantee shall give written notice to Grantor of such violation. If Grantor fails to cure the violation within fifteen (15) days after said written notice is given, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Agreement or the Easement, to recover any damages to which Grantee may be entitled for violation by Grantee of the terms of this Agreement or the Easement, or may cure the violation in which event Grantor shall reimburse Grantee for the costs incurred by Grantee in connection with violation within ten (10) days after written demand with evidence of such costs. Additionally, without notice or the expiration of any cure period, Grantee may enjoin the violation, ex parte, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief.

5. Miscellaneous.
(a)Notices. Any notice to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, regis-

tered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantor: Project Lotus LLC
Attn: Manager
Rodeo Collection
424 North Rodeo Drive
Third Floor
Beverly Hills, CA 90210

With a copy to: Candy & Candy
100 Brompton Road, Knightsbridge
London
SW3 1ER
United Kingdom

If to Grantee: City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive, Third Floor
Beverly Hills, California 90210
Attn: City Manager
With a copy to: City of Beverly Hills
455 North Rexford Drive, Suite 220
Beverly Hills, California 90210
Attn: City Attorney

(a)Assignment; Successors and Assigns. Upon prior written notice to Grantee, the Grantor may assign its obligations hereunder to the property owners' association for the Development provided title to the Easement Area is also conveyed to such association, but this Agreement may not be assigned to any other person or entity (except as collateral to a lender providing financing for the development) without the prior written consent of the City Manager.

(c)Runs With Land. The covenants and agreements contained herein and the rights, privileges and easements herein granted shall run with, burden and shall be appurtenant to the properties described herein.

(d)Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

(e)Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f)Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g)Further Acts. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement (including, without limitation, obtaining and delivering to Grantee prior to the recordation of this Agreement reasonable subordination agreements from the holders of any liens encumbering the Easement Area that are or might be senior to this Agreement or the Easement as of the date of the recordation of this Agreement).

(h)Attorneys' Fees. If any action shall be commenced to enforce the terms of this Agreement or to declare the rights of the parties hereunder, the prevailing party shall be entitled to recover all of its costs and expenses (including, but not limited to, its actual attorneys' fees) from the nonprevailing party. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive the termination of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:
PROJECT LOTUS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

GRANTEE:
THE CITY OF BEVERLY HILLS,
a municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

(SEAL)
BYRON POPE
City Clerk

Approved as to form:

LAURENCE WIENER
City Attorney

Approved as to content:

RODERICK J. WOOD
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

EXHIBIT "B"

DESCRIPTION OF EASEMENT AREA

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Shuttle Access Easement Agreement dated _____, 2008, from PROJECT LOTUS, LLC, to the CITY OF BEVERLY HILLS, a municipal corporation (the "City"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by resolution of the City, Resolution Number _____, adopted on _____, and that the City consents to recordation thereof by its duly authorized officer. Dated: _____, 2008
CITY OF BEVERLY HILLS

Roderick Wood,
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT F

Form of Subway Portal Easement

RECORDING REQUESTED BY AND WHEN RECORD-
ED RETURN TO:

City Clerk
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, California 90210

THE AREA ABOVE IS RESERVED FOR
RECORDER'S USE

A.P.N.: _____
Exempt from recording fees pursuant to Government

Code § 27383.
Exempt from documentary transfer taxes pursuant to
Revenue Taxation Code § 11922.

SUBWAY PORTAL EASEMENT AGREEMENT

This SUBWAY PORTAL EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2008 (the "Effective Date"), by and between PROJECT LOTUS, LLC, a Delaware limited liability company ("Grantor") and THE CITY OF BEVERLY HILLS, a municipal corporation ("Grantee").
R E C I T A L S

A. Grantor is the owner of the land described on Exhibit "A" and the improvements thereon ("Grantor Parcel").

B. Grantor and Grantee have entered into a Development Agreement dated _____, 2008 ("Development Agreement") in connection with a proposed development ("Development") on the Grantor Parcel.

C. The Development Agreement requires that Grantor enter into this Agreement prior to issuance of a building permit with Grantee to provide an entranceway or "portal" for a subway station under Wilshire Boulevard or Santa Monica Boulevard that is assignable to the Metropolitan Transportation Authority (the "MTA") (or any other governmental entity responsible for constructing or maintaining a subway station) for the benefit of a future subway line.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, a perpetual subway portal easement ("Easement") in, over and under the Grantor Parcel provided, however, that the surface area at ground level of such portal shall not exceed three hundred (300) square feet.

2. Purpose of Easement. The purpose of the Easement shall be for the construction, installation, operation, access to (including access by the public), maintenance, improvement and repair/replacement (as necessary) of an entrance or "portal" (and related improvements) to a subway station to be constructed under Wilshire Boulevard or Santa Monica Boulevard in the City of Beverly Hills, California.

3. Special Restrictions on Use of Easement. The Easement may not be used in a manner that materially interferes with or limits access to the Development, materially interferes with the structural integrity of the Grantor Parcel or buildings or structures on the Grantor Parcel, or materially interfere with the operations of the Grantor Parcel or the businesses located on the Grantor Parcel.

4. Expiration. The Easement will expire in the event that: (i) the Grantee does not accept the Easement in writing on or before the twentieth (20th) anniversary of the date of this Easement; or (ii) neither the MTA nor any other appropriate governmental entity involved with the subway has secured financing for the construction of the subway station on or before the twentieth (20th) anniversary of the date of this Easement.

5. Property Taxes; Liens. Grantor shall pay, prior to delinquency, all property taxes, special taxes and assessments assessed against the easement area, and shall keep the Easement area free of all liens except for liens securing financing for the Development, which must be subordinate or subordinated to this Agreement and the Easement.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Agreement or the Easement, Grantee shall give written notice to Grantor of such violation. If Grantor fails to cure the violation within fifteen (15) days after said written notice is given, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Agreement or the Easement, to recover any damages to which Grantee may be entitled for violation by Grantee of the terms of this Agreement or the Easement, or may cure the violation in which event Grantor shall reimburse Grantee for the costs incurred by Grantee in connection with violation within ten (10) days after written demand with evidence of such costs. Additionally, without notice or the expiration of any cure period, Grantee may enjoin the violation, ex parte, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief.

7. Miscellaneous.

(a) Notices. Any notice to be given under or in connection with this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Grantor: Project Lotus LLC
Attn: Manager
Rodeo Collection
424 North Rodeo Drive
Third Floor
Beverly Hills, CA 90210
Candy & Candy
100 Brompton Road, Knightsbridge
London
SW3 1ER
United Kingdom

With a copy to:

If to Grantee: City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210
Attn: City Manager

With a copy to: City of Beverly Hills
455 North Rexford Drive, Suite 220
Beverly Hills, California 90210
Attn: City Attorney

(b) Assignment; Successors and Assigns. The Grantee may assign its rights and obligations hereunder to the MTA or to any other governmental entity responsible for constructing or maintaining the subway station and, upon a written assumption by such assignee of the obligations hereunder, Grantee shall be released from all obligations and liabilities arising after the date of the assumption. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, each party, its successors, assigns and successors-in-interest.

(c) Running With Land. The covenants and agreements contained herein and the rights, privileges and easements herein granted shall run with, burden and shall be appurtenant to the properties described herein.

(d) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

(e) Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f) Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g) Further Acts. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement (including, without limitation, obtaining and delivering to Grantee prior to the recordation of this Agreement reasonable subordination agreements from the holders of any liens encumbering the Easement area that are or might be senior to this Agreement as of the date of the recordation of this Agreement).

(h) Attorneys' Fees. If any action shall be commenced to enforce the terms of this Agreement or to declare the rights of the parties hereunder, the prevailing party shall be entitled to recover all of its costs and expenses (including, but not limited to, its actual attorneys' fees) from the nonprevailing party. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive the termination of this Agreement. I, the undersigned, do hereby certify that I am an attorney for the City of Beverly Hills and I am duly qualified to execute this Agreement as of the date first above written.

GRANTOR:
PROJECT LOTUS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

GRANTEE:
THE CITY OF BEVERLY HILLS

By: _____

Print Name: _____

Title: _____

ATTEST:

(SEAL)

BYRON POPE
City Clerk

Approved as to form:
LAURENCE WIENER
City Attorney

Approved as to content:
RODERICK J. WOOD
City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____) before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of

the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
-
Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____) before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California
County of _____

On _____) before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Subway Portal Easement Agreement dated _____, 200____, from _____, to the CITY OF BEVERLY HILLS, a municipal corporation (the "City"), which is a governmental agency, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by resolution of the City, Resolution Number _____, adopted on _____, and that the City consents to recordation thereof by its duly authorized officer. Dated: _____, 200____

CITY OF BEVERLY HILLS

City Manager

ACKNOWLEDGMENT

State of California
County of _____

On _____) before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

VOTE:
AYES: Councilmembers Briskman, Fenton and Mayor Brucker
NOES: Councilmembers Krasne and Delshad
ABSENT: None
CARRIED

EXHIBIT A
Legal description of the Project Site

VOTE:
AYES: Councilmembers Delshad, Briskman, Fenton and Mayor Brucker
NOES: Councilmember Krasne
ABSENT: None
CARRIED

Don't sell your life insurance policy until you know the rules!



Alan L. Kaye, CLU, ChFC
President

Most people over the age of 70, who want to sell their old insurance policies for more than their cash surrender value, are not getting the most money from their assets.

AVOID RISKS OF INSURANCE FINANCING STRATEGIES

Others, who expect to create "something from nothing", participate in insurance financing plans without having full knowledge of the chances they are taking. You can avoid these risks by becoming informed of established procedures and you won't make costly mistakes.

The Alan Kaye Insurance Agency is a leader in the field of insurance and estate planning. Now, as a wholly owned subsidiary of National Financial Partners, an NYSE company, they have expanded their resources to better provide the latest planning strategies. This is a particularly important resource when performing due-diligence on life insurance settlement companies.

THREE ESSENTIAL RULES THAT CAN PREVENT YOU FROM MAKING COSTLY DECISIONS

- Provide full and accurate descriptions of all offers relating to the sale of your policy.
- Acquire at least five offers from unrelated insurance purchasing companies.
- Complete background checks on potential purchasers to make sure they are financially and commercially acceptable firms to do business with.

ARE YOU COMPLETING A LIFE INSURANCE SETTLEMENT OR JUST SETTLING?

What kind of insurance professional is helping you sell your old life insurance policy? Are you dealing with a life settlement expert? Are you represented by a licensed professional with E&O Insurance that covers life settlements? Has your agent explained the risks involved in financing your life insurance?

Call us today to find out what your insurance is really worth and we will help you decide whether to sell, surrender, keep or replace your old insurance policy.

800.662.5433

www.alankayeins.com

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