AGENDA REPORT

Meeting Date:	December 19, 2011
Item Number:	F-3
To:	Honorable Mayor & City Council Honorable Chair & Parking Authority Directors
From:	David Lightner, Deputy City Manager
Subject:	CITY OF BEVERLY HILLS AND THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS ESTOPPEL AND CONSENT IN CONNECTION WITH THE WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS
Attachments:	1. Agreement (including existing executed lease as Exhibit 2)

RECOMMENDATION

It is recommended that the City Council and the Parking Authority approve the Estoppel and Consent agreement affecting the lease between the City of Beverly Hills, the Parking Authority of the City of Beverly Hills and Wallis Annenberg Center for the Performing Arts ("Center") subject to City Attorney review of the pending loan and reimbursement documents, which do not include the City entities. This agreement will allow the Center to receive construction financing for a single phase completion of the entire performing arts center.

INTRODUCTION

The existing lease with the Center includes alternatives to construct the project in two phases or in one single phase, but requires funds in place for the full completion of the phase of work to be initiated. The Center has negotiated a construction loan sufficient to cover completion of the project in one comprehensive phase. They were able to do this through the extraordinary generosity of the Annenberg Foundation ("Foundation") which has agreed to provide a letter of credit to the construction lender, provided the landlord Estoppel and Consent agreement is approved. This agreement permits the Center to grant the Foundation a security interest in the lease as collateral. Under the terms of the lease, this security interest requires the City's consent.

DISCUSSION

In very broad terms the structure of the arrangement is as follows: if over the course of construction, the Center were not able to make a payment on their construction loan, the Foundation would be liable for the payment and would then have recourse to collect that payment from the Center. Under the proposed terms, if the Center were not able to repay the Foundation, ultimately the Foundation would have the right to foreclose on the Center's lease. The Foundation would then have the right to the first credit bid to acquire the lease. The City, through this agreement, would allow a direct assignment in lieu of foreclosure. It should be noted that the City's fee interest in the real estate is not subject to these provisions; only the operating interests under the lease would be at issue.

The letter of credit allows the Center to proceed to completion in one phase. This approach provides reduced risk to the City as completion is not just supported by the cash and pledges received by the Center, it is further supported by a Foundation with net assets of approximately $1.5 billion. Wallis Annenberg serves as the Foundation's Chairman of the Board; the three other Vice Presidents and Directors of the Board are her sons and daughter: Charles Annenberg Weingarten, Gregory Annenberg Weingarten and Lauren Bon. In addition to the financial support provided by the letter of credit, the Foundation's philanthropy includes support and operation of similar community-serving entities and it is thus well suited in the unlikely event that the Foundation were to become the City's tenant under a foreclosure scenario. In that event the Foundation would be precluded from any further transfer without the City's approval and they would be required to complete and operate the theater under the provisions and limitations of the existing lease.

The existing Annenberg Center lease has a term of 35 years with two 10-year options. Construction is estimated to require 18 – 24 months, subject to force majeure, and the loan term is to extend through 2017. This term will begin when the Center transitions from the site work currently underway, to the construction of the project. Under the Estoppel and Consent agreement, the Foundation will have the right to approve future lease amendments between the City and the Center, however, the agreement will sunset as of December 31, 2017 because these provisions are intended to facilitate successful completion of the project rather than affect the City's ongoing landlord rights under future operations.

The City will not be a party to the loan and reimbursement agreements between the Center, its bank and the Foundation and it is not anticipated that those documents will affect the City's rights other than as provided in this agreement. However it is recommended that execution of this agreement, if approved, should be held pending City Attorney review of the loan and reimbursement documents in order to confirm that expectation.

FISCAL IMPACT

There is no expenditure of City funds in connection with this agreement.

David Lightner DEL
Approved By

Attachment 1

CITY OF BEVERLY HILLS AND THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS ESTOPPEL AND CONSENT IN CONNECTION WITH THE WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS

This City Of Beverly Hills And The Parking Authority Of The City Of Beverly Hills Estoppel And Consent In Connection With The Wallis Annenberg Center For The Performing Arts ("Consent") is granted by the undersigned Landlord Parties in connection with the Mortgage encumbering the Leasehold. The Mortgage secures the Obligations of Tenant to Lender under the Loan Documents. All capitalized terms used herein shall have the meanings set forth in Exhibit "1" attached hereto.

Each Landlord Party hereby consents and agrees as follows:

1. Lease. A true and complete copy of the Lease, together with all amendments, supplements, extensions and other modifications thereto of every nature, is attached as Exhibit "2" to this Consent. The Lease is unmodified and is in full force and effect.

2. Default. To the best of Landlord Parties' knowledge, there is no existing uncured default by Tenant under the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute such a default.

3. Consent to Mortgage. Landlord Parties hereby consent to (a) the Mortgage, (b) the enforcement of the Mortgage, including, without limitation, the appointment of a receiver, and (c) the transfer or assignment of the Leasehold to Lender as the result of: (i) an assignment in lieu of foreclosure of the Mortgage; or (ii) a judicial foreclosure sale under the Mortgage or a non-judicial foreclosure sale under the power of the sale in the Mortgage.

4. Preservation of Leasehold Benefits. Until the Obligations have been satisfied, Landlord Parties agree:

(a) Voluntary Leasehold Termination. That no Landlord Party will voluntarily cancel, surrender or amend the Lease, without the prior written consent of Lender (except that Landlord Parties may terminate the Lease for a default by Tenant under the Lease that is not cured within the time, if any, in the Lease for cure of such default by Tenant or the time provided to Lender to cure the default under clause (c) below);

(b) Notice to Lender. That a Landlord Party will deliver to Lender a copy of any default notice and any notice of termination of the Lease given by any Landlord Party to Tenant under the Lease;

(c) Lender Right to Cure Defaults. That Lender shall have the right (but not the obligation) to cure without penalty any default by Tenant under the Lease described in any such default notice given by a Landlord Party, and Landlord Parties will allow Lender and its representatives access to the Property for the purpose of effecting such cure; any cure by Lender shall have the same effect as cure by Tenant;

(d) Termination of Lease. That no Landlord Party will terminate the Lease upon a default by Tenant unless (a) in the case of a monetary payment default, Lender has not cured such monetary default, within 30 days after Lender is given a copy of the notice of default sent to Tenant, or (b) in the case of a non-monetary default, Lender has not, within 30 days after Lender receives written notice that Tenant has failed to cure such default within Tenant's cure period under the Lease, either (i) if the default is reasonably susceptible of cure by Lender within such 30-day period, cured such default or (ii) if the default is not reasonably susceptible of cure by Lender within such 30-day period, commenced reasonable efforts (including proceedings for foreclosure of the Mortgage or if appointment of a receiver could result in an earlier cure of the default, then proceedings for appointment of a receiver, each to the extent not prohibited by law) to cure such default, provided that Lender thereafter diligently pursues the completion of such cure to the extent not prohibited by law, including, to the extent necessary, pursuing relief from any applicable automatic stay;

(e) Replacement Lease. That, if Lender makes written request for the same within 90 days after Lender is given written notice of termination of the Lease as the result of a rejection or termination of the Lease in a bankruptcy, insolvency or similar proceeding, Landlord Parties will enter a new lease with Lender commencing on the date of termination of the Lease and ending on the normal expiration date of the Lease, on substantially the same terms and conditions as the Lease; provided that Lender cures all unpaid monetary defaults by the tenant under the Lease through the date of such termination and agrees in writing to promptly commence and thereafter diligently pursue to completion the cure of all continuing non-monetary defaults by the tenant under the Lease (the failure to do so being a noncurable default under the new Lease). For example, if the Tenant used the Property for a purpose not permitted by the Lease prior to such assignment or transfer of the Leasehold to Lender but such prohibited use ceased prior to such transfer or assignment of the Leasehold to Lender, such default by the Tenant would not be a continuing non-monetary default and the Lender would not have any responsibility or liability in connection with such prior prohibited use by the Tenant;

(f) Obligations of Lender as Tenant. That, following transfer or assignment of the Leasehold to Lender pursuant to any foreclosure or assignment in lieu of foreclosure of the Mortgage, the Lender shall not be obligated to cure, or be otherwise responsible or liable for, any default that is not (i) a default in the payment by the tenant to any Landlord Party under the Lease or (ii) a continuing non-monetary default by the tenant under the Lease;

(g) Insurance or Condemnation. That Landlord Parties will pay to Lender any proceeds from insurance or condemnation of the Property that are payable to Tenant under the Lease, for the account of Lender and Tenant as provided in the Mortgage; and that Landlord Parties will provide reasonable prior notice to Lender of any proceedings for adjustment or adjudication of any insurance or condemnation claim involving the Property and will permit Lender to participate therein as an interested party.

5. Effect on Lease. This Consent is entered in order to induce Lender to provide a letter of credit to provide credit support for Tenant pursuant to the Loan Documents and is

intended to create enforceable rights in favor of Lender as provided herein. In the event of any conflict between the terms of this Consent and the terms of the Lease, the terms of this Consent shall control. This document may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

6. No Merger. The Leasehold shall not merge with the fee interest in the Property, notwithstanding ownership of the Leasehold and the fee by the same person, without the prior written consent of Lender. hereof.

7. Assumption. If any or all of the fee interest in the Property is transferred, the Landlord Parties shall cause the transferee to assume the consents and agreements of the Landlord Parties under this Consent.

Dated as of: _____, 2011.

"Landlord":

CITY OF BEVERLY HILLS,
a municipal corporation

By:_____
Barry Brucker, Mayor

Attest:

_____
Byron Pope, City Clerk

Approved as To Form

_____
Laurence S. Wiener, City Attorney

Approved as to Content

_____
Jeffrey Kolin, City Manager

"Parking Authority"

THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS,
a parking authority established pursuant to
the Parking Law of 1949 of the State of California

By:_____
Barry Brucker, Chairman

Attest:

_____
Byron Pope, Secretary

The undersigned Tenant hereby agrees to all of the provisions of the forgoing Consent:

"Tenant"

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS,
a California nonprofit public benefit corporation

By: _____
Name: FRAN GOLDSMITH
Title: PRESIDENT

The undersigned Lender and Parent hereby accept the forgoing Consent. The undersigned Lender hereby agrees for the benefit of the Landlord that, without the prior written consent of the Landlord, the Lender shall not assign the Mortgage to any person or entity. The undersigned Parent hereby represents and warrants to Landlord that Parent is the sole member of Lender and agrees for the benefit of Landlord that, without the prior written consent of the Landlord, the Parent shall not assign any membership interest in Lender to any other person or entity.

"Lender"

CENTER FOR PERFORMING ARTS FINANCE COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Manager

"Parent"

THE ANNENBERG FOUNDATION,
a Pennsylvania nonprofit corporation

By: _____
Name: Leonard S. Luke
Title: Executive Director

EXHIBIT 1

"Landlord" means City of Beverly Hills, a municipal corporation.

"Landlord Parties" means, collectively, Landlord and Parking Authority.

"Lease" means that certain Amended and Restated Lease dated January 22, 2009, among Landlord Parties and Tenant, a memorandum of which was recorded on _____, 2009, as Instrument No. 20090309057 in the Official Records of Los Angeles County, California, and any amendments executed by Landlord Parties and Tenant with the consent of Lender.

"Leasehold" means the leasehold estate in the Property created in favor of Tenant pursuant to the Lease and all other rights, title and interests of the "Tenant" under the Lease, including, without limitation, any and all rights of Tenant as a sublessor under any sublease of all or a portion of the Property and any and all rights of Tenant as a sub-sublessee under any sub-sublease of all or a portion of the Property.

"Lender" means Center for Performing Arts Finance Company, LLC, a Delaware limited liability company:

_____
_____
_____
Attn: _____

"Loan Documents" means that certain Reimbursement Agreement dated as of even date herewith (as it may from time to time be amended) between Lender and Tenant, and all other "Loan Documents" as therein defined, including, without limitation, the Mortgage.

"Mortgage" means that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of _____, 2011, by Tenant, as trustor, for the benefit of Lender, as beneficiary, as amended by (a) an amendment related to an increase in the face amount or the amount available to be drawn under the letter of credit provided by Lender pursuant to the Loan Documents, (b) an amendment related to the extension of the expiration date of such letter of credit to a date no later than December 31, 2017, (c) an amendment related to obtaining tax credits applicable to historic structures on the Property that the Tenant has the right to claim under Section 4.4 of the Lease, provided that such amendment does not amend the rights and obligations of Landlord under the Lease, and (d) with the written consent of the Landlord, any other amendment. Such Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing is substantially in the form attached hereto as Exhibit 3, with the initial face amount of the letter of credit provided by Lender pursuant to the Loan Documents inserted in the blank in Section 2 of such form. The initial face amount of such letter of credit is at least $20,000,000.00, but such face amount (and amount available to be drawn under the Letter of Credit) are subject to any increase(s) and/or reduction(s) required or permitted under the Loan Documents, and the expiration date

of such letter of credit is subject to any acceleration(s) and/or extension(s) to a date no later than December 31, 2017, required or permitted under the Loan Documents.

"Obligations" means all monetary and nonmonetary obligations of Tenant to Lender under the Loan Documents.

"Parking Authority" means The Parking Authority of the City of Beverly Hills, a parking authority established pursuant to the Parking Law of 1949 of the State of California.

"Property" means the real property covered by the Lease, including the property described in Exhibit "A" attached to the Lease.

"Tenant" means Wallis Annenberg Center for the Performing Arts, a California nonprofit public benefit corporation.

EXHIBIT 2

(copy of the Lease, including all amendments)

AGREEMENT NO.
24-09

AGREEMENT NO.
PA-09-01

AMENDED AND RESTATED LEASE

by and among the

CITY OF BEVERLY HILLS,
a municipal corporation,
as Landlord

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS,
a California nonprofit public benefit corporation,
as Tenant, and

THE PARKING AUTHORITY OF THE
CITY OF BEVERLY HILLS,
a parking authority established pursuant to
the Parking Law of 1949 of
the State of California

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE ("Lease') is made and entered into as of the 22nd day of January, 2009 (the "Effective Date"), by and among the CITY OF BEVERLY HILLS ("City"), a municipal corporation, WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS ("Tenant"), a California nonprofit public benefit corporation, formerly known as Beverly Hills Cultural Center Foundation, and for purposes of the provisions of this Lease that refer to the "Parking Authority," THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a parking authority established pursuant to the Parking Law of 1949 of the State of California (the "Parking Authority") (each, a "Party" and collectively, the "Parties").

RECITALS

A. The City is the owner of the land described on Exhibit "A" attached hereto that is located in Beverly Hills, California and the improvements thereon (collectively the "Premises"). The Premises are generally depicted on the Site Plan attached hereto as Exhibit "A-1".

B. The City and the Tenant are parties to a Lease dated March 28, 2000 for the Premises, supplemented by a Key Receipt and Use Acknowledgment dated November 3, 2000, and amended by a Lease Amendment dated January 28, 2003, a Lease Amendment II dated July 19, 2005 and a Lease Amendment III dated December 5, 2007 (collectively, the "Existing Lease").

C. The Parking Authority is the owner of the area generally depicted on the Site Plan attached hereto as Exhibit "A-1" attached hereto and described thereon as the "Garage Area" (the "Garage Area").

D. The City and Tenant desire to further amend the Existing Lease in several respects and have therefore agreed to amend and restate the Existing Lease. The Parking Authority has agreed to become a party to this Amended and Restated Lease for the purpose of constructing a parking garage in the Garage Area, which shall be available for use by Tenant to the extent set forth in this Lease.

AGREEMENT

NOW, THEREFORE, in reliance on the foregoing recitals and in consideration of the mutual agreements set forth in this Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Tenant (and to the extent provided herein, the Parking Authority) hereby agree as follows (and this Lease shall supersede and replace the Existing Lease as of the date of this Lease):

1. Definitions.

1.1. Specific Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

1.1.1. Alteration - any addition or change to, or modification of, the Property made by Tenant or the Garage made by the City or Parking Authority, and the installation of any and all exterior signs, but excluding installation of trade fixtures and equipment (including theater equipment, which can be removed without materially damaging the Property) and the Renovation and Construction Work.

1.1.2. Available Funds - any donated cash, pledges, letters of credit, and other forms of payment or commitments reasonably satisfactory to the City, and reasonably projected interest earnings on donated amounts given to Tenant for the purpose of constructing the Renovation and Construction Work.

1.1.3. Authorized Representative - any officer, agent, employee, or independent contractor retained or employed by either Party, acting within authority given the Authorized Representative by that Party.

1.1.4. Building - That certain building located on the Land which has been used historically as the Beverly Hills Post Office.

1.1.5. Effective Date - the date set forth in the first paragraph of this Lease.

1.1.6. Environmental Laws - means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

1.1.7. Expiration - the coming to an end of the time specified in this Lease as its duration.

1.1.8. Funding Date - shall have the meaning set forth in Section 4.1 of the Work Letter attached hereto as Exhibit "B".

1.1.9. Hazardous Material - means any substance, material or waste which is or becomes regulated as hazardous/contaminating or potentially hazardous/contaminating by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste," "acutely hazardous waste," restricted hazardous waste," or "extremely hazardous waste" under Sections 25 115, 25117, or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material," "hazardous

substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any government requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous' or is harmful to the environment or capable of posing a risk of injury to the public health and safety.

1.1.10. Land - the land identified on Exhibit "A" attached hereto.

1.1.11. Law - any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the Parties or the Property, or both, in effect either at the time of execution of this Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

1.1.12. Person - a natural person or a legal entity.

1.1.13. Property - the Land and all improvements now or hereafter located on the Land.

1.1.14. Provision - any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this Lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either Party.

1.1.15. Site Plan - the site plan attached hereto as Exhibit "A-1".

1.1.16. Studio – a new approximately 150 seat flexible rehearsal hall/studio theater to be constructed by Tenant within the Building.

1.1.17. Successor - any assignee, transferee, personal representative, heir, or other Person succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either Party.

1.1.18. Tenant - Wallis Annenberg Center for the Performing Arts, a California nonprofit public benefit corporation, and any Successor hereunder.

1.1.19. Term - the initial term of thirty-five (35) Lease Years beginning on the Funding Date and any extensions thereof as provided in Section 3.1 hereof.

1.1.20. Termination - the ending of the Term for any reason before Expiration.

1.1.21. Theater – A new theater building that is to be constructed on the Land in the area generally depicted on the Site Plan.

1.2. Other Definitions. The following additional terms are defined in the following Sections of this Lease:

1.2.1. Additional Disputes	Section 19
1.2.2. Adjustment Date	Section 8.1
1.2.3. Award	Section 11.1.3
1.2.4. Basic Rent	Section 4.1
1.2.5. City Indemnified Claims	Section 9.3
1.2.6. City Indemnified Parties	Section 9.2
1.2.7. City-Sponsored Event	Section 5.4
1.2.8. City's Landscaping Contribution	Section 8.1
1.2.9. City's Notice	Section 10.3.1
1.2.10. City Non-Profit Organization	Section 10.4
1.2.11. Condemnation	Section 11.1.1
1.2.12. Condemnor	Section 11.1.4
1.2.13. Cost of Improvements	Section 11.5.1
1.2.14. Date of Taking	Section 11.1.2
1.2.15. Disqualification Judgment	Section 19.11.1
1.2.16. EIR	Section 3.2
1.2.17. Garage	Section 2.2.1
1.2.18. Gross Error	Section 19.11.3

1.2.19. Index	Section 8.1
1.2.20. Initiating Party	Section 19
1.2.21. Insurance Renegotiation Date	Section 9.5
1.2.22. Lease Year	Section 3.1
1.2.23. Major Components of the Property	Section 17
1.2.24. Minimum Performances	Section 5.2
1.2.25. Parking Authority	Section 2.2.4
1.2.26. Parking Operating Agreement	Section 2.2.3
1.2.27. Party	Section 26.12
1.2.28. Performing Arts Center	Section 5.1
1.2.29. Permitted Uses	Section 5.1
1.2.30. Property Naming Request	Section 17
1.2.31. Renovation and Construction Work	Section 6.1
1.2.32. Rent	Section 4.1
1.2.33. Reply	Section 19.4(3)
1.2.34. Request For Arbitration	Section 19
1.2.35. Reserved Tenant Spaces	Section 2.2.3
1.2.36. Responding Party	Section 19
1.2.37. Supplemental Garage Contribution	Section 2.2.1
1.2.38. Taxes	Section 4.2.1
1.2.39. Tenant Indemnified Claims	Section 9.2
1.2.40. Tenant Indemnified Parties	Section 9.3
1.2.41. Tenant Parties	Section 9.2
1.2.42. Tenant's Garage Contribution	Section 2.2.1
1.2.43. Tenant's Notice	Section 10.2.1

1.2.44. Theater Operator	Section 13.2
1.2.45. Unamortized Improvement Value	Section 11.5
1.2.46. Work Letter	Section 2.2.1

2. Lease of Property.

2.1. Lease. For and in consideration of the covenants and conditions set forth in this Lease, the City hereby leases the Property to Tenant and Tenant leases the Property from the City for the Term on the terms and conditions stated in this Lease.

2.2. Parking.

2.2.1. Pursuant to the provisions of the work letter attached hereto as Exhibit "B" (the "Work Letter"), the Parking Authority shall construct a parking garage (the "Garage") under Crescent Drive adjacent to the Property in the area generally depicted on the Site Plan attached hereto as Exhibit "A-1". Tenant shall contribute to the cost of the construction of the Garage, as additional rent, an amount (the "Tenant Garage Contribution") equal to Five Million Dollars ($5,000,000) in accordance with and subject to the provisions of Section 6 of the Work Letter.

2.2.2. Throughout the Term hereof, Tenant and Tenant's patrons shall have the right to use all or a portion of the Garage for parking at rates established in accordance with the Parking Operating Agreement (as defined below). Tenant and City acknowledge that City currently owns other public parking areas in the vicinity of the Property and may in the future own still other public parking areas in the vicinity of the Property, and the City agrees that Tenant and its patrons shall have the nonexclusive right on a first come first served basis, to use such public parking, to the extent available from time to time, at the charges for such parking then applicable thereto.

2.2.3. City (acting through its Director of Parking Operations) and Tenant shall, promptly following the execution of this Lease, use good faith efforts to finalize the terms of an operating agreement for the Garage setting forth the standards for the operation of the Garage and shall, from time to time during the term of the Lease, use good faith efforts to reach agreement on appropriate amendments to the same to reflect changes in the demand for parking and the uses to which the Property is being put. The foregoing agreement, when finalized, and as so amended from time to time shall be referred to herein as the "Parking Operating Agreement." Notwithstanding the foregoing, the Parking Operating Agreement shall at all times (unless City and Tenant have both consented to the contrary, which consent may be withheld by either Party in its sole and absolute discretion) contain provisions intended to achieve the following: (i) Tenant shall be guaranteed the right at all times to use not less than 100 parking spaces (the "Minimum Tenant Spaces"); (ii) if the City reasonably anticipates that the demand for parking by other than Tenant and Tenant's patrons will merit such a restriction, the City may from time to time, but only between the hours of 11:00 a.m. and 3:00 p.m. Monday through Saturday, restrict Tenant and Tenant's patrons to use only the Minimum Tenant Spaces; (iii) and if the City sells monthly daytime parking, it will be restricted to no later

than 6 P.M., Monday through Friday (such monthly parkers being hereinafter referred to as the "Monthly Parkers"); and (iv) except for parking between the hours of 11:00 a.m. and 3:00 p.m. Monday through Saturday, Tenant shall have the right, if Tenant reasonably determines that the demand for parking by Tenant and Tenant's patrons will exceed the number of parking spaces provided by the Minimum Tenant Spaces, to request to purchase (at least 24 hours in advance) parking not set aside for Monthly Parkers described in the preceding clause (iii) and the City shall use reasonable efforts to accommodate such request. The Parking Operating Agreement will be developed in a manner that protects the City's ability to offer limited-hour monthly parking and peak period (11a.m. – 3p.m.) transient parking in the City's Garage spaces while operating the off-hour operations of the Garage in a manner that prioritizes parking in favor of the activities of the Tenant on the Property. If the City (acting through its Director of Parking Operations) and Tenant are unable to agree upon the terms of the initial Parking Operating Agreement or subsequent modifications to the Parking Operating Agreement, the matter shall be determined by the City Council.

2.2.4. The Parking Authority or City may, at its own expense, make or construct, or cause to be made or constructed, Alterations to the Garage during the Term, provided that the Parking Authority and City shall not make any Alterations that materially adversely affect Tenant's operations (including, without limitation, the rights of Tenant set forth in this Section 2.2); provided that the City and Parking Authority may, as reasonably necessary to effect such Alterations, create temporary material adverse changes so long as the City or Parking Authority (as applicable) use reasonable efforts to minimize the impact on Tenant's business, including, without limitation, but only if necessary, using good faith efforts to provide alternative parking in City lots to compensate for any reduced parking capacity or utilization caused by such temporary changes.

2.2.5. The City agrees to contract with the Parking Authority to operate the Garage in accordance with the Parking Operations Plan, and the Tenant shall have the right to enforce the Parking Operations Plan directly against the Parking Authority.

2.3. Possession. Possession of the Property shall be delivered to Tenant on the Funding Date. Prior to delivery of such possession on the Funding Date, Tenant may occupy office space in the Building and may also enter the balance of the Premises from time to time for the purposes of showing the Premises to Tenant's architects, engineers and contractors in connection with planning the Renovation and Construction Work and planning Tenant's operations provided Tenant has obtained (and maintains) the liability and casualty insurance described in Sections 9.4 et. seq. and has delivered reasonable evidence thereof to Landlord.

2.4. Condition of Property; Environmental Remediation. Tenant is not relying on any representation or warranty of any kind whatsoever, express or implied, from the City or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Property and/or the Building and is leasing the Property on an "as is" basis. Tenant hereby acknowledges receipt of that

certain Phase I Environmental Site Assessment dated July 2, 2007 and revised August 28, 2007, prepared by Ninyo & Moore. The City will reimburse Tenant within thirty (30) days after written demand (with reasonable evidence of the costs incurred by Tenant) for all costs incurred by Tenant in remediating Hazardous Materials in connection with the Renovation and Construction Work up to a maximum reimbursement amount equal to $240,000.

3. Term.

3.1. Term and Commencement Date. The Term shall be thirty-five (35) Lease Years commencing on the Funding Date (or, if Tenant elects to perform the Renovation and Construction Work in Phases as permitted by the Work Letter, the first Funding Date). When the Funding Date has been determined, Tenant or the City may prepare and deliver to the other a supplemental agreement confirming the same and setting forth the Expiration of the Term. Promptly following such request, the parties shall jointly execute such supplemental agreement. As used herein, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months; provided, however, that if the Funding Date is other than the first day of a calendar month, the first Lease Year shall also include the period of time from the Funding Date to the last day of the calendar month in which the Funding Date occurs. Tenant may extend the Term for two consecutive periods of ten (10) years each by giving written notice of its election to do so to the City not later than one (1) year prior to the end of the then existing Term; provided, Tenant shall not be in default hereunder at the time of such exercise and shall have been in full compliance with the provisions of Sections 5.2 and 5.3 hereof during the two year period immediately prior to such exercise.

3.2. Environmental Review; Mitigation. The City represents and warrants that the City has undertaken all action required by the California Environmental Quality Act in order to enter into this Lease. The mitigation measures set forth in the environmental impact report prepared in connection with this Lease and adopted by the City (the "EIR") shall be allocated and performed as follows:

3.2.1. The Parking Authority shall, at its expense, be responsible for the performance of all mitigation measures required by the EIR that relate to the Garage; provided that Tenant shall reimburse the City within thirty (30) days after written demand, as additional rent, for one half of the cost associated with: (i) the construction of a right turn lane from Santa Monica Boulevard North onto Crescent Drive and (ii) the construction of a right turn lane from northbound Canon Drive onto Santa Monica Boulevard North.

3.2.2. Tenant shall, at its expense, be responsible for the performance of all other mitigation measures required by the EIR that relate to the Property or to the Renovation and Construction Work.

3.3. Additional Work by Parking Authority. The Parking Authority shall, at its expense (and without reimbursement from Tenant) construct a right turn lane from westbound Santa Monica Boulevard South onto northbound Canon Drive. The

work described in Section 3.2 and this Section 3.3 that is to be performed by the Parking Authority is referred to herein (and in the Work Letter) as the "Offsite Improvements".

4. Rent.

4.1. Basic Rent and Rent. Tenant shall pay to the City as rent ("Basic Rent"), during the term of this Lease, the sum of One Hundred and No/100 Dollars ($100.00) per year, payable in advance on the first business day of each calendar year. All amounts, costs, expenses, charges, liabilities, obligations or covenants required to be kept, undertaken or performed by Tenant hereunder including, without limitation, Tenant's obligation to complete the Renovation and Construction Work and Tenant's obligations to pay for utilities and services pursuant to Section 7 hereof, shall constitute "Rent" hereunder.

4.2. Taxes.

4.2.1. Payment of Taxes. As additional Rent, Tenant shall pay directly to the appropriate taxing authorities (to the extent that Tenant is not exempted by Law) all real property taxes, possessory interest taxes, special taxes and assessments, if any, including without limitation, all property taxes on personal property located on the Property, all taxes on leasehold improvements, levied or assessed upon or against the Property, Tenant's interest in the Property or against Tenant during the Term (collectively "Taxes"). Such Taxes shall be paid before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of Law for their non-payment, and Tenant shall promptly upon request furnish to the City satisfactory evidence establishing such payment.

4.2.2. Tenant's Right to Contest Taxes. Tenant at its cost shall have the right, at any time, to seek a reduction in the assessed valuation of the Property or to contest any Taxes that are to be paid by Tenant so long as reasonably adequate security is provided to the City to assure Tenant's compliance with this Section. If Tenant seeks a reduction or contests the Taxes, the failure on Tenant's part to pay the Taxes shall not constitute a default as long as Tenant complies with the provisions of this subsection. The City shall not be required to join in any such proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of City or any owner of the Property. City shall cooperate with Tenant as reasonably required to enable Tenant to process any such proceeding or contest. Notwithstanding the foregoing, in no event shall the City be required to bear any out of pocket cost in connection with any such proceeding or contest.

4.2.3. Substitute and Additional Taxes. If at any time during the Term the State of California or any political subdivision of the state, including any county, city, city and county, public corporation, district, or any other political entity of this state, levies or assesses against the City a tax, fee, or excise on rents, on the square footage of the Property, on the act of entering into this Lease, or on the occupancy of Tenant, or any other tax, fee, or excise, however described, as a direct substitution in whole or in part for, or in addition to, any Taxes that Tenant would otherwise be

obligated to pay pursuant to this Lease, Tenant shall pay before delinquency that tax, fee, or excise on rents.

4.3. Place for Payment. Basic Rent and any other Rent payable to the City shall be paid to the City at the address to which notices to the City are given.

4.4. Tax Credits for Historic Structures. In the event that the Building qualifies for tax credits applicable to historic structures, Tenant shall have the right to claim such credits, but only for the Renovation and Construction Work. If, in order to claim such tax credits, Tenant must cause its rights in and to the Building to be assigned to one or more entities that are controlled by Tenant, then provided the assignee and such control are reasonably acceptable to City, Tenant shall have the right to do so (but only to the extent required to qualify for such tax credits and without thereby relieving itself of primary liability under the terms of this Lease) notwithstanding any provision of this Lease to the contrary. Further, if it is necessary to do so in order for Tenant to claim such tax credits, Landlord and Tenant shall consider an amendment to this Lease to extend the term of the Lease to fifty five (55) years (with no options to extend). The City Manager may execute such amendment without further review or approval by the City Council.

5. Use.

5.1. Use by Tenant. Tenant shall use the Property solely for the Renovation and Construction Work and, thereafter, for a first class center for the presentation of theatrical, educational and cultural works, music and other performing arts, lectures, and exhibitions (collectively, the "Performing Arts Center"), which may, at Tenant's option, include as ancillary facilities indoor/outdoor concession facilities, broadcast facilities, museum-quality gift shop, visitor center, office space for Tenant's operations, and uses incidental thereto, subject to the terms of Section 13 to the extent applicable (collectively, the "Permitted Uses"). Tenant may also permit other events (including, without limitation, fundraisers and similar gatherings) provided Tenant obtains a Special Events Permit pursuant to Title 8, Chapter 4 of the Beverly Hills Municipal Code or its successor, if such Special Events Permit is required under such law and provided further that such events do not become the primary use on the Property during any three (3) consecutive months. Except for public holidays, closures required by Law, and such closures as may be reasonably required for maintenance, setups and installations, and restoration purposes, Tenant shall make the great hall, the sculpture garden, the pedestrian walkway to Canon Drive, and other similar public areas designed to be generally available to the public open to the general public not less than forty (40) hours per week without charge except when closure is necessary or appropriate for security reasons, for purposes of preventing use of the Property that may detract from the first class nature of the Property, or as a result of performances or other events, subject to reasonable rules and regulations promulgated by Tenant.

5.2. Minimum Performances. The Theater shall have not less than four hundred (400) nor more than five hundred (500) seats. Tenant shall schedule and cause at least thirty-six (36) performances in the Theater during the first year after substantial completion of the Renovation and Construction Work, Tenant shall schedule and cause at

least forty-eight (48) performances in the Theater during the second year after substantial completion of the Renovation and Construction Work, and, thereafter, Tenant shall schedule and cause at least seventy-two (72) performances in the Theater during each year of the Term (all of such required performances specified in this Section 5.2 are "Minimum Performances"); provided, however, that, if one or more closures are required in any years by Law, for maintenance purposes or for restoration purposes, the number of Minimum Performances required of Tenant in such year shall be reduced in proportion to the number of days of such closure(s) bears to the number of days in such year. All such Minimum Performances shall be before a paying audience (not including open rehearsals with an invited audience). In connection therewith, Tenant shall provide appropriate publicity to promote ticket sales. The Minimum Performances shall be of a professional quality.

5.3. Educational Activities. Tenant shall cause a reasonable number of the Minimum Performances each year to be directed primarily towards juvenile audiences. In addition, Tenant shall communicate with Beverly Hills schools about its educational activities in order to provide opportunities at the Property for school children to be exposed to the performing arts as part of their education. These activities shall be specifically addressed in the reports to be filed with the City in accordance with Section 18 hereof. Tenant shall include in its reports required under Section 18 specific reference to its compliance with this Section 5.3.

5.4. City-Sponsored Events. The City shall have the right to sponsor up to fifteen (15) events in the Theatre, the Studio or any other interior portion of the Property during each calendar year. In addition, Tenant shall make the Theater, the Studio or any other interior portion of the Property available to the City for five (5) evenings per year for civic, charitable or public functions or events, and Tenant shall permit the City or its designee to use the Theater for the installation ceremony of the Mayor. Each of the foregoing uses shall be referred to herein as a "City-Sponsored Event." In order to reserve the Theater, the Studio or any other interior portion of the Premises for each City-Sponsored Event, the City shall advise Tenant of its desired date not less than 60 days and not more than 100 days in advance of the requested date. If such requested date conflicts with previously scheduled performances, rehearsals, or other events of Tenant, the City shall not be entitled to reserve such date, shall be so advised, and may request an alternate date. The City shall reimburse Tenant for out-of-pocket direct costs incurred by Tenant in connection with such events, such as janitorial, security and production costs, but not utilities. As a condition to use of any portion of the Property, (i) the City shall inform Tenant at the time of reserving the portion of the Property to be used for such City-Sponsored Event the nature and purpose of the City-Sponsored Event, (ii) the City shall indemnify and hold Tenant harmless from and against any claims made against Tenant arising from the City's use of the Property, and (iii) prior to the City-Sponsored Event, the City shall obtain and deliver to Tenant evidence of public liability and property damage insurance with liability limits of not less than Two Million Dollars ($2,000,000) for any single occurrence and Three Million Dollars ($3,000,000) in the aggregate, and property damage limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence, insuring against all liability of the City arising out of and in connection with the City-Sponsored Event.

5.5. Restrictions on Use. Notwithstanding the foregoing:

5.5.1. Specific Restrictions and Prohibited Uses. Without expanding upon or enlarging the Permitted Uses, the following uses of the Property are expressly prohibited:

5.5.1.1. the Property shall not be used or developed in any way which is inconsistent with any applicable law, ordinance or regulation or which constitutes a nuisance; provided, however, that the foregoing shall not give the City the right to promulgate laws, ordinances or regulations applicable solely to Tenant (as distinguished from laws, ordinances or regulations of general application) to effect unilateral modifications of the Lease that increase the obligations or reduce the rights of Tenant;

5.5.1.2. the Property shall not be used to conduct any activity that would qualify as an adult entertainment business, as the term "adult entertainment business" is defined in Section 4-7-102 of the Beverly Hills Municipal Code;

5.5.1.3. the placement of antennae or other external devices for the transmission or reception of television signals or any other form of electromagnetic radiation, unless the antenna or other external devise is consistent with the City's telecommunications regulations, including those applying to antennae, consistent with the City's telecommunications master plan, and approved in writing by the City in accordance with Section 26.13.

6. Renovation of Property.

6.1. Renovation and Construction Work. Tenant shall complete the Renovation and Construction Work, as defined in, and in accordance with, the Work Letter. The Renovation and Construction Work shall be subject to the receipt by Tenant of all required governmental planning and entitlement approvals. Approval of plans for the Renovation and Construction Work by the City under the Work Letter shall be in addition to and unrelated to approvals required to be obtained from the Building Department of the City, and approval and review by the City in its capacity as landlord hereunder shall not be deemed to be assurance that such plans comply with applicable law or their adequacy for any other purpose. Tenant shall be solely responsible for all costs and expenses incurred in connection with the design, entitlement and construction of the Renovation and Construction Work. The City shall use good faith efforts to cause all reviews for the purposes of approvals hereunder to be undertaken by its staff in a timely manner considering the time commitments set forth in this Lease.

6.2. Historic Preservation. Tenant acknowledges that the Building has been listed on the National Register of Historic Places. As such, Tenant acknowledges that the Renovation and Construction Work and any Alterations by Tenant will be subject to a number of legal constraints. Tenant shall comply with all relevant preservation statutes and/or regulations. Tenant acknowledges that certain deed restrictions were

imposed on the Property at the time it was transferred from the Federal Government and agrees that Tenant shall comply with those deed restrictions.

6.3. Permits and Other Approvals. Tenant shall be responsible for obtaining all permits, licenses and other governmental approvals necessary to perform the Renovation and Construction Work. Tenant shall comply with the fine arts requirements of the City and pay all applicable permit fees and taxes, including without limitation the Recreation and Park Tax.

6.4. Subsequent Alterations. Tenant may, at its own expense, make or construct, or cause to be made or constructed, Alterations to the Property during the Term in addition to the Renovation and Construction Work, provided that all such Alterations, shall be (i) consistent with, and within the scope of, the Permitted Uses set forth in Section 5.1, and (ii) made in accordance and compliance with all applicable laws. The obligations of Tenant to obtain the prior consent of the City shall be as set forth below.

6.4.1. Interior Alterations. Tenant shall have the right to make non-structural Alterations to the interior of any structure located on the Property without the prior consent of the City, provided, however, that Tenant shall first obtain the written consent of the City for such Alterations to the portions of the Building interior identified on the Site Plan as "Historic Areas." Any disapproval of non-structural Alterations to such Historic Areas shall be based on recommendations provided to the City by a professional consultant selected by the City who satisfies the then-current United States Secretary of the Interior minimum professional qualifications in "historic architecture", which recommendations shall accompany the City's disapproval of the proposed Alterations. All structural Alterations shall require the City's prior written consent.

6.4.2. Exterior Alterations; New Structures. Tenant shall first obtain the written consent of the City as Landlord (through its Administrative Services Department) for any Alterations not covered by Section 6.4.1; however, Landlord's consent shall not be required for normal replacements of landscaping and paving. Tenant's requests for such Alterations for which Landlord's consent is required, shall be filed with the Community Development Department of the City in the form prescribed by such department. The Director of Community Development or the Director's designee may approve the Alteration if the Director or Director's designee determines that it substantially conforms to the design in the plans for the Renovation and Construction Work previously approved by the City Council, do not violate any provision of this Lease, and have only a minor impact on the appearance of the Property. The Director or the Director's designee may refer to the Architectural Commission any Alteration that the Director or designee deems appropriate for review by the Commission due to the size, location, or other characteristics or impacts of the Alteration. Such Alterations shall be reviewed in the same way that other projects are reviewed by the Architectural Commission. Any other Alterations, including changes to any approved outdoor dining, may be approved by the Director of Community Development or the Director's designee if they substantially conform to the design in the plans for the Renovation and Construction Work approved by the City Council, do not violate any provision of this Lease, have only a minor impact on the appearance of the Property, and have no other

material impact on the community. Alternatively, the Director or the Director's designee may refer any proposed Alteration to the Planning Commission for review. If the Community Development Director or the Director's designee refers an Alteration to the Planning Commission, then the Planning Commission shall consider the proposed Alteration pursuant to the procedure for review of Development Plan Review applications and shall approve the Alteration if the Commission makes the findings necessary to approve a Development Plan Review application. The decision of the Planning Commission may be appealed to the City Council by Landlord or Tenant.

6.4.3. Alterations During Last Five Years of Term. Notwithstanding anything herein to the contrary, the City shall have the right to approve all Alterations to the Property during the last five (5) years of the Lease Term, as the same may have been extended.

6.5. Protection of City. Nothing in this Lease shall be construed as constituting the consent of the City, express or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, Alterations or repairs to the Property or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Tenant or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against the Property or the City.

6.5.1. Posting Notices. The City shall have the right at all reasonable times and places to post and, as appropriate, keep posted, on the Property any notices which the City may deem necessary for the protection of the City or the Property from mechanics' liens or other claims. Tenant shall give the City at least thirty (30) days prior written notice of the commencement of any work to be done on the Property, in order to enable the City timely to post such notices.

6.5.2. Prompt Payment. Tenant shall make, or cause to be made, prompt payment of all monies due and owing to all persons doing any work or furnishing any materials or supplies to Tenant or any of its contractors or subcontractors in connection with the Property. Tenant shall have the right to contest any such amount; provided, however, the entire expense of any such contest (including interest and penalties which may accrue) shall be the responsibility of Tenant.

6.5.3. Liens; Indemnity. Tenant shall keep the Property free and clear of all mechanics' liens and other liens arising out of or in connection with work done for Tenant and/or any parties claiming through Tenant. Tenant agrees to and shall indemnify, defend and hold the City harmless from and against any claims, liabilities, losses, damages, costs, expenses, and attorneys' fees incurred in connection with stop notices and/or claims of lien(s) of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it. In the event any lien is recorded, Tenant shall, within five (5) business days after demand, furnish the bond described in California Civil Code Section 3143, or successor statute, which results

in the removal of such lien from the Property, together with any other evidence requested by the City to evidence that such claim will be paid, removed or discharged.

7. Utilities and Services. Tenant shall make all arrangements for and pay for all other utilities furnished to or used on the Property, including, without limitation, electricity, water, gas, telephone, cable and internet service and janitorial service, and for all connection charges. The City shall cooperate with Tenant and the utility providers as reasonably necessary to enable Tenant to obtain such utility connections.

8. Maintenance.

8.1. Maintenance of Landscaping. Tenant shall maintain the landscaping of the Property at its sole cost and expense (subject to the contribution of the City set forth in the next sentence). The City shall contribute fifty percent (50%) of the costs incurred by Tenant each month in maintaining the landscaping (the "City's Landscaping Contribution") provided that the City's Landscaping Contribution shall not exceed Two Thousand Five Hundred and No/100 Dollars ($2,500.00) each month subject to the adjustment set forth below (the "City Contribution Cap"). The City's Landscaping Contribution shall be paid to Tenant in advance, on the first day of each month, commencing on the Funding Date; provided, however, that, if the Funding Date is other than the first day of a calendar month, the City's Landscaping Contribution for the period from the Funding Date to the last day of the calendar month in which the Funding Date occurs shall be prorated based on the number of days from the Funding Date to the last day of the calendar month in which the Funding Date as a fraction of the number of days in such calendar month. On the first day of the second and each subsequent Lease Year (each, an "Adjustment Date"), the City Contribution Cap shall be adjusted to equal the product obtained by multiplying the amount of the City Contribution Cap in effect immediately prior to the Adjustment Date in question by a fraction, the numerator of which shall be the Index (as defined below) in effect on the Adjustment Date in question, and the denominator of which shall be the Index in effect on the date twelve (12) months prior to the Adjustment Date in question. As used herein, the term "Index" shall mean the Consumer Price Index for All Urban Consumers (Los Angeles/Orange County/Riverside Area: Base 1982-84 = 100), as published by the United States Department of Labor. The landscaping shall be maintained in a condition at least as well as that maintained for the landscaping on the City Hall across the street from the Property. The landscaping proposed in connection with the Renovation and Construction Work shall be subject to the approval of the City as set forth in the Work Letter. All subsequent material changes to the landscaping shall be subject to the City's prior written consent in accordance with Section 6.4.1.

8.2. Maintenance of Property. Subject to the City's obligation to cause the appurtenant portions of the Garage located on the Property to be maintained pursuant to Section 8.3, Tenant shall, throughout the Term, at Tenant's sole cost and expense, maintain and operate the Property and every part thereof (including making all replacements as necessary), including, without limitation, the roof, exterior walls and foundations, all plumbing, electrical, HVAC systems, fixtures, windows, doors, skylights, entrances, vestibules, structural parts, interior walls, and ceilings, in good, neat, clean and

attractive condition and repair, ordinary wear and tear excepted. Tenant shall maintain the Property in accordance with and shall comply with all applicable Laws (including, without limitation, the Americans with Disabilities Act), rules, ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction over the Property; and (3) all insurance companies insuring all or any part of the Property under policies required by this Lease. Tenant's maintenance obligations specifically include without limitation responsibility for making any improvements or Alterations required to be made to the Property pursuant to new or amended Laws, such as (but not limited to) those relating to handicapped access. If Tenant fails to maintain the Property in accordance with its obligations hereunder, and such failure shall continue for a period of thirty (30) days following written notice from the City demanding that Tenant comply with its maintenance obligations and if disputed by Tenant, such failure is confirmed by arbitration under Section 19, then (unless the failure to maintain has created an emergency, in which case no notice or arbitration confirmation shall be required), the City shall have the right but not the obligation to perform the applicable maintenance; provided, however, that, in the absence of an emergency, if the nature of the maintenance in question requires more than thirty (30) days to complete, the City shall not have the right to perform the same so long as Tenant has commenced such maintenance and is thereafter diligently prosecuting the same to completion. If the City performs such maintenance, it shall deliver an invoice Tenant for the actual cost thereof, which invoice shall be supported by reasonable documentation substantiating the cost of repair thereof, and shall be paid by Tenant within thirty (30) days. In connection with any maintenance that would materially and adversely affect Tenant's operations, City shall use good faith efforts to provide alternative parking in City lots if necessary to alleviate the material adverse affect.

8.3. Maintenance of Garage. The City shall, throughout the Term, at the City's sole cost and expense, cause the Garage and every part thereof to be maintained (including making all replacements as necessary) in good, neat, clean and attractive condition and repair, ordinary wear and tear excepted, and to be operated in accordance with the provisions of the Parking Operating Agreement. The foregoing maintenance and operating obligations shall include those portions of the Garage and appurtenant facilities located on the Property, including all driveways, Garage ramps, and pedestrian access points, but not the motor court areas, which shall be maintained, repaired and replaced by Tenant; however, if the City uses the motor court for a valet operation or for a self-park entrance to the Garage for the public, then the City shall equitably share in the cost of maintaining, repairing and replacing the motor court area. City shall have the right to enter onto such portions of the Property to effect such maintenance and operation at reasonable times; provided that the City shall use reasonable efforts to minimize disturbance to the operations of Tenant. The City's maintenance obligations specifically include without limitation responsibility for making any improvements or alterations required to be made to the Garage pursuant to new or amended Laws, such as (but not limited to) those relating to handicapped access. If the City fails to maintain the Property in accordance with its obligations hereunder in such a way as to materially adversely impact Tenant's operations, and such failure shall

continue for a period of thirty (30) days following written notice from Tenant demanding that the City comply with its maintenance obligations, and if disputed by City such failure is confirmed by arbitration under Section 19, then (unless the failure to maintain has created an emergency, in which case no notice or arbitration confirmation shall be required), Tenant shall have the right but not the obligation to perform the applicable maintenance; provided, however, that, in the absence of an emergency, if the nature of the maintenance in question requires more than thirty (30) days to complete, Tenant shall not have the right to perform the same so long as the City has commenced such maintenance and is thereafter diligently prosecuting the same to completion. If Tenant performs such maintenance, it shall invoice the City for the actual cost thereof, which invoice shall be supported by reasonable documentation substantiating the cost of repair thereof. Tenant's invoice shall be paid by the City within thirty (30) days following receipt.

8.4. Waiver. Tenant waives the provisions of Civil Code Sections 1941 and 1942 with respect to the City's obligations for tenantability of the Property and Tenant's right to make repairs and deduct the expenses of such repairs from Rent.

8.5. Nuisance. Tenant shall not conduct or permit to be conducted any private or public nuisance on or about the Property, nor commit any waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Property required to be maintained by Tenant, except in appropriate receptacles intended for such purposes, nor shall any portion of the Property be maintained so as to render the Property a fire hazard or unsanitary, unsightly, offensive, or detrimental nor shall any similar activity be permitted by Tenant on any other portion of the Property.

8.6. Protection of Great Hall Murals. Tenant shall take all appropriate action to preserve and protect the murals in the great hall of the Building. In the event of any dispute concerning the actions necessary to preserve and protect the murals, the City shall retain a consultant with experience protecting murals, who shall be reasonably satisfactory to Tenant, to provide recommendations concerning the appropriate protection of the murals, and Tenant shall abide by such recommendations.

9. Indemnity and Exculpation; Insurance.

9.1. Exculpation of City. Tenant waives all claims against the City for damage to Person or property arising for any reason other than the intentional torts or gross negligence of the City or its Authorized Representatives; provided, however, that the foregoing shall not limit the City's obligations or the rights of Tenant set forth elsewhere in this Lease. Tenant, as a material part of the consideration to the City, hereby agrees that neither the City nor any City Indemnified Parties shall be liable to Tenant for, and Tenant expressly assumes the risk of and waives any and all claims it may have against the City or any City Indemnified Parties with respect to, any and all damage to property or injury to persons in, upon or about the Property resulting from any act or omission of the City or of any City Indemnified Party (whether or not negligent) or from any other cause whatsoever, including without limitation, any injury or damage to

persons or property resulting from any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water or rain which may leak from any part of the Property or any other portion of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place, or resulting from dampness, or any other cause whatsoever; provided, however, that the foregoing shall not (i) limit the City's obligations or the rights of Tenant set forth elsewhere in this Lease or (ii) relieve the City from liabilities that the City may have as a municipality (i.e., in its governmental capacity). Notwithstanding anything to the contrary contained in this Lease, neither City nor any City Indemnified Parties shall be liable for consequential damages arising out of any loss of the use of the Property or any equipment or facilities therein by Tenant or any Tenant Parties. Tenant shall use reasonable efforts to give prompt notice to the City in case of fire or accidents in the Property.

9.2. Tenant's Indemnification. Except as otherwise provided in this Lease, Tenant shall be liable for, and shall indemnify, defend and hold harmless the City and the City's officers, employees, agents, successors and assigns (collectively, "City Indemnified Parties"), from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including attorneys' fees, charges and disbursements and court costs (collectively, "Tenant Indemnified Claims"), arising or resulting from (i) any act or omission of Tenant or any of Tenant's agents, employees, contractors, subtenants, assignees, licensees or invitees (collectively, "Tenant Parties"); (ii) the use of the Property and conduct of Tenant's business by Tenant or any Tenant Parties or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Property; and/or (iii) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease, exclusive of any Tenant Indemnified Claims to the extent arising out of or in connection with the negligence or willful misconduct by the City or its employees, contractors, or agents (acting within the scope of their relationship with the City). Except as otherwise provided in this Lease, in case any action or proceeding is brought against the City or any City Indemnified Parties by reason of any such Tenant Indemnified Claims, Tenant, upon notice from the City, shall defend the same at Tenant's expense by counsel reasonably approved in writing by the City. Except as otherwise provided in this Lease, the obligation of Tenant to indemnify, defend and hold harmless the City Indemnified Parties under this Section 9.2 shall survive the expiration or earlier termination of this Lease.

9.3. The City's Indemnification. Except as otherwise provided in this Lease, but without limiting any other obligations of the City pursuant to this Lease, the City shall be liable for, and shall indemnify, defend and hold harmless Tenant and Tenant's officers, employees, agents, successors and assigns (collectively, "Tenant Indemnified Parties"), from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including attorneys' fees, charges and disbursements and court costs (collectively, "City Indemnified Claims"), to the extent arising or resulting from the construction, maintenance and operation of the Garage and the appurtenant Garage facilities located on the Property, exclusive of any Tenant Indemnified Claims to the extent arising out of or in connection with the negligence or willful misconduct by Tenant or its employees, contractors, or agents (acting within the

scope of their relationship with Tenant). Except as otherwise provided in this Lease, in case any action or proceeding is brought against Tenant or any Tenant Indemnified Parties by reason of any such City Indemnified Claims, the City, upon notice from Tenant, shall defend the same at the City's expense by counsel reasonably approved in writing by Tenant. Except as otherwise provided in this Lease, the obligation of the City to indemnify, defend and hold harmless the Tenant Indemnified Parties under this Section 9.3 shall survive the expiration or earlier termination of this Lease.

9.4. Required Insurance Coverages.

9.4.1. During the Term of this Lease, Tenant shall, at its cost, purchase and keep in force public liability and property damage insurance with liability limits of not less than Two Million Dollars ($2,000,000) for any single occurrence and Three Million Dollars ($3,000,000) in the aggregate, and property damage limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence, insuring against all liability of Tenant arising out of and in connection with Tenant's use or occupancy of the Property and Worker's Compensation insurance in the amounts required by applicable Law. Such liability insurance shall include and cover, in a manner reasonably acceptable to the City, liability relating to the serving of alcohol. Additionally, prior to any production to be staged on the Property that includes unusual risk, such as controlled fire, pyrotechnics, engulfing or entrapping material such as water or any other such unusual production components, Tenant shall ensure that, to the extent the same is customary for theatrical productions featuring such matters, Tenant has in place such additional insurance coverage as is customary for theatrical productions featuring such matters. Further, if requested from time to time by the City's Risk Manager, Tenant shall provide evidence of such additional coverage.

9.4.2. During the Term of this Lease, Tenant shall, at its cost, purchase and keep in force a policy of casualty insurance on the Building and the Theater, with vandalism and malicious mischief endorsements, to the extent of "full replacement value" (as described in Section 9.7 hereof), subject to a retention or deductible approved by the City in its reasonable discretion, and naming City as loss payee. All of such insurance shall be placed and maintained with such insurance company or companies and in such form as shall be reasonably satisfactory to the City. If permitted by the City's casualty insurance policy, Tenant shall have the right to include all or a portion of the improvements on the Property within the coverage provided by the City's policy, in which event Tenant shall reimburse the City from time to time, as additional rent, for the additional cost of the City's policy triggered by such inclusion within thirty (30) days after written request from City given from time to time. The City shall reasonably cooperate in connection with the proposed inclusion of improvements on the Property, including obtaining from time to time as requested by Tenant quotes from the City's insurer for such inclusion. Tenant shall have no duty to purchase earthquake insurance.

9.4.3. During the Term of this Lease, the City or Parking Authority shall, at its cost, purchase and keep in force (i) public liability and property damage insurance with liability limits of not less than Two Million Dollars ($2,000,000)

for any single occurrence and Three Million Dollars ($3,000,000) in the aggregate, and property damage limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence, insuring against all liability of the City and Parking Authority arising out of and in connection with the operation of the Garage, (ii) Worker's Compensation insurance in the amounts required by applicable Law, and (iii) a policy of casualty insurance on the Garage, with vandalism and malicious mischief endorsements, to the extent of "full replacement value" (as described in Section 9.7 hereof), subject to a retention or deductible determined by City. In any event, the City and Parking Authority shall have the right to self-insure Workers' Compensation and the first $1,000,000 in casualty damage; provided that any casualty covered by such self-insurance shall be subject to the waiver of subrogation set forth in Section 9.10 as though it had been covered by insurance. In the event of a covered casualty, and without limiting the obligations of the City and Parking Authority set forth elsewhere in this Lease, the City (or if it so elects, the Parking Authority) shall receive the proceeds from such casualty insurance policy.

9.4.4. All public liability insurance and property damage insurance maintained by Tenant shall insure performance by Tenant of the indemnity provisions this Lease. All public liability insurance and property damage insurance maintained by the City shall insure performance by the City of the indemnity provisions of this Lease. The policies of casualty insurance required hereunder shall provide extended coverage, insuring against loss or damage by fire, lightning and the additional perils included in the standard extended coverage endorsement, as well as those included in the "all risk" policy, and burglary and theft insurance on the trade fixtures, furnishings and equipment used or to be used by the insuring party on the Property or the Garage, as applicable. Either party shall have the right to provide its required insurance coverage pursuant to one or more blanket policies, provided such blanket policies expressly afford the coverage that would otherwise be required by this Lease.

9.4.5. During periods of construction on the Property, Tenant or Tenant's contractor will provide completed value builder's risk insurance reasonably satisfactory to the City, together with (i) broad form liability and breach of warranty coverages by endorsement; and (ii) non owned, non hired automotive liability coverage with a policy limit of One Million Dollars ($1,000,000). Such insurance shall name City as loss payee. During periods of construction on the Garage, the City or the City's contractor will provide completed value builder's risk insurance reasonably satisfactory to Tenant, together with (i) broad form liability and breach of warranty coverages by endorsement; and (ii) non-owned, non-hired automotive liability coverage with a policy limit of One Million Dollars ($1,000,000).

9.4.6. The City and "the Beverly Hills City Council and each member thereof and every officer, employee and agent of the City of Beverly Hills" shall be named as additional insureds on all public liability insurance policies required by this Lease to be maintained by Tenant, and Tenant shall be named as an additional insured on all public liability insurance policies required by this Lease to be maintained by the City. All such policies shall contain cross-liability endorsements.

9.4.7. A certificate evidencing all insurance coverages required by this Lease to be maintained by Tenant, in such form as shall be reasonably acceptable to the City, shall be filed with the City no later than five (5) business days after the effective date thereof and such policy or policies shall provide that such insurance coverages will not be canceled or reduced without at least thirty (30) days prior written notice to the City or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policies, a certificate showing that such insurance coverages have been renewed shall be filed with the City. A certificate evidencing all insurance coverages required by this Lease to be maintained by the City, in such form as shall be reasonably acceptable to Tenant, shall be delivered to Tenant no later than five (5) business days after the effective date thereof and such policy or policies shall provide that such insurance coverages will not be canceled or reduced without at least thirty (30) days prior written notice to Tenant or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policies, a certificate showing that such insurance coverages have been renewed shall be delivered to Tenant.

9.5. Increase in Amount of Public Liability Insurance. The amounts of liability insurance coverages required by this Section 9 shall be subject to renegotiation on each fifth anniversary of the Funding Date (each, an "Insurance Renegotiation Date"). If the City and Tenant cannot agree upon the amount of insurance by the sixtieth (60th) day preceding an Insurance Renegotiation Date, the matter shall be submitted to binding arbitration in accordance with Section 19. In no event shall the amounts of liability insurance and/or property damage insurance, as applicable, be decreased as a result of such renegotiation or arbitration. Following such renegotiation or arbitration, the Parties shall execute an amendment to this Lease setting forth the renegotiated insurance provisions or the arbitration judgment, as appropriate.

9.6. Required Provisions. All insurance policies required by this Section 9 shall be for a term of not less than one (1) year and shall additionally provide:

9.6.1. that the full amount of any losses to the extent public liability insurance proceeds are available shall be payable to additional insureds notwithstanding any act, omission or negligence of Tenant or the City which might otherwise result in forfeiture of such insurance;

9.6.2. in any casualty insurance policy, a waiver of all right of subrogation against Tenant and the City, and the City's officers, agents, employees and volunteers with respect to losses payable under such policies;

9.6.3. in any casualty insurance policy, that such policies shall not be invalidated should the insured waive, prior to a loss, any or all right of recovery against any Party for losses covered by such policies;

9.6.4. that the liability policies shall provide coverage on a "primary basis" with respect to time additional insureds, regardless of any other

insurance or self-insurance that such additional insureds may elect to purchase or maintain;

9.6.5. that such policies shall not be suspended, voided, canceled, reduced in coverage or in limits or materially changed without at least thirty (30) days prior written notice to Tenant and the City or ten (10) business days in case of cancellation for failure to pay the premium;

9.6.6. that the liability insurance shall apply separately to each insured against whom a claim is made, except with respect to the overall limits of said insurer's liability; and

9.6.7. that such liability policies shall contain no special limitations on the scope of protection afforded to the additional insureds, and no failure to comply with the reporting provisions of such liability policies shall affect the coverage afforded to such additional insureds.

9.7. Determination of Replacement Value. The "full replacement value" of the improvements to be insured under the fire and extended coverage insurance required by Sections 9.4.2 and 9.4.3 shall be determined by each company issuing the insurance at the time their respective policies are initially obtained. Not more frequently than once each year, either Party shall have the right to notify the other Party that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with generally recognized standards and practices of the insurance industry, and each Party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

9.8. Proceeds of Fire and Extended Coverage Insurance. All casualty insurance proceeds payable with respect to the Building, and with respect to all improvements existing as of the Funding Date (as distinguished from insurance proceeds payable for any other improvement on the Property, for any of Tenant's personal property, furniture, fixtures and equipment, and for any tenant improvements made to the Building at Tenant's expense) shall be made payable to the City. All other insurance proceeds shall be made payable to Tenant. However, unless Tenant elects to terminate this Lease or to not restore the Building in accordance with, and subject to the terms of, Section 10.2, the City shall place the proceeds payable to the City in an interest bearing account at a financial institution reasonably acceptable to Tenant, with interest thereon to be added to and to become a part of the same, and apply such proceeds to repair and reconstruct the Building as required by Section 10.2, using the following procedures:

9.8.1. Within six (6) months after the date of the destruction, Tenant shall submit to the City complete plans and specifications, which shall be designed to restore the Building as close to the original plan and elevation thereof as is practical and reasonable or to such modified plan conforming to laws and regulations then in effect as shall be first approved in writing by the City. The City within thirty (30) days after submission thereof shall either approve the plans and specifications or serve

written notice upon Tenant of disapproval thereof and its objections thereto. If the City reasonably objects to such plans and specifications, Tenant shall revise the same and re-submit for approval in accordance with the foregoing. This process shall be repeated until such time as plans and specifications have been submitted to the City for which the City does not have a reasonable objection.

9.8.2. Tenant shall furnish to the City a copy of any contract or contracts which Tenant shall enter into for the making of such restoration; or, if the restoration is to be done by Tenant, a copy of all subcontracts made by Tenant in connection with such restoration and an estimate of the cost thereof, both in stages and upon completion, which shall be certified by the architect of Tenant as being reasonably accurate.

9.8.3. During the progress of restoration from time to time as may be agreed upon, and subject to Tenant's compliance with the requirements set forth in Section 9.8.4, the City shall pay to Tenant out of such proceeds, the amounts payable under the construction contract for work done, materials supplied and services rendered. Such payments shall be made not later than the date ten (10) days following request for disbursement. All of such restoration work shall be subject to the provisions of this Lease with respect to the Renovation and Construction Work.

9.8.4. At the time of each such request for advance by Tenant and as a condition precedent thereto,

(1) Tenant shall submit a certificate signed by Tenant and the architect of Tenant not more than thirty (30) days prior to such request setting forth the following:

(A) that the sum then requested either has been paid by Tenant or is justly due to contractors, subcontractors, engineers, architects, or other Persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such Persons, a brief description of such services and materials, the several amounts so paid or due to each of said Persons in respect thereof; and that the sum then requested does not exceed the value of the services and materials described in the certificate;

(B) that the cost, as estimated by the Persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Tenant to defray such cost and remaining in the hands of the City after payment of the sum requested in such certificate (provided, however, that such certification shall not be required if Tenant has given a Tenant Notice pursuant to Section 10.2.1 and the City has agreed to fund the applicable shortfall); and

(C) that all of the work of restoration so far completed is proper and in accordance with the plans and specifications; and

(2) there shall not have been filed with respect to the Property or any part thereof or upon Tenant's leasehold interest therein any vendor's, mechanic's, laborer's, materialmen's or other similar lien, which has not been discharged of record, except such as will be discharged by payment of the amount then requested, subject to Tenant's rights to contest upon posting of adequate security.

9.8.5. At the completion of the restoration and following disbursement of the final advance to Tenant required to complete the payment of restoration costs, any such insurance proceeds remaining shall be delivered to Tenant. In no event, however, shall the City be liable for any amount in excess of the amounts so received, plus interest thereon, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Tenant shall pay such additional cost (unless Tenant has given a Tenant Notice pursuant to Section 10.2.1 and the City has agreed to fund the applicable shortfall, in which case the City shall pay such additional cost. All actual costs and charges of the City incurred under this Section shall be borne by the City.

9.9. Other Required Insurance. Each Party shall also procure and maintain in form and coverage satisfactory to the other Party:

9.9.1. boiler and machinery insurance if available at reasonable cost; and

9.9.2. other insurance (except earthquake), in amounts from time to time required by the other Party, against other insurable risks, if at the time they are commonly insured against for properties similarly situated and if such insurance is available at a reasonable cost.

9.10. Waiver of Subrogation. The Parties release each other, from any claims for damage to any Person or to the Property and to the fixtures, personal property, and Alterations of either in or on the Property and the Garage that are caused by or result from risks insured against under any insurance policies required by this Lease to be maintained by the Parties or otherwise carried by the Parties and in force at the time of any such damage to the extent that such insurance policies cover such claim (or would have covered such claim but for the failure of a Party to maintain required insurance). Each Party shall cause its insurance policies obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the other Party in connection with any damage covered by any policy.

9.11. Failure to Procure Insurance. Failure of either Party to procure or renew the herein required insurance shall, if not cured within two (2) days after written notice from the other Party, constitute a default hereunder. In the event of a Party's failure to maintain required insurance, in addition to the other rights and remedies provided hereunder, the other Party may, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the other Party shall promptly be repaid by Party who has failed to maintain the required insurance, with interest thereon at the rate of 10% per annum. Payment of such interest shall not excuse or cure any default under this Lease. Further, in the event of

Tenant's failure to maintain such insurance, in addition to the other rights and remedies provided hereunder, during the period of such failure no performances or events may be held on the Property.

9.12. No Release of Insurers. The Parties' covenants, agreements and indemnification in Section 9 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by the City or Tenant, respectively, pursuant to the Provisions of this Lease.

10. Destruction.

10.1. Lease to Govern Tenant's Rights. The Parties agree that their rights in case of destruction shall be governed solely by the Provisions of this Lease.

10.2. Restoration by Tenant.

10.2.1. If, during the Term, the Building and/or the Theater are totally or partially destroyed, Tenant shall promptly commence and thereafter diligently pursue to completion restoration of each to a condition as comparable as the same was in immediately before the destruction to the extent such restoration is economically feasible; provided, however, that if the destruction is such that the insurance proceeds available to Tenant (or that would have been available to Tenant but for Tenant's failure to maintain the insurance required by this Lease), together with the deductible or retention applicable to such policy, are insufficient to cover the cost of such reconstruction as reasonably determined by Tenant, Tenant shall have the right, at its option, in lieu of such restoration (i) to terminate this Lease, or (ii) in the case of substantial damage to the Building for which there are insufficient insurance proceeds, to elect not to restore the Building, but to otherwise keep this Lease in full force and effect. Tenant and the City shall cooperate with one another to determine the estimated cost of restoration and the resulting shortfall, and Tenant shall make either of the foregoing elections by delivering written notice ("Tenant's Notice") to the City of such determination within a reasonable time following the calculation of the estimated cost of restoration and resulting shortfall in funds.

10.2.2. If Tenant elects to terminate the Lease pursuant to Section 10.2.1, such termination shall be effective on the date sixty (60) days following delivery of Tenant's Notice unless the City elects, by delivering written notice to Tenant within such sixty (60) day period, to fund the shortfall. If the City timely delivers notice of its election to fund the shortfall, Tenant's Notice shall be deemed withdrawn and of no further force or effect, and Tenant shall have the obligation to restore the damaged structure(s), subject to the City's funding of the estimated shortfall in accordance with the provisions of Section 10.2.4.

10.2.3. If Tenant elects not to restore the Building pursuant to Section 10.2.1, the City shall have a period of sixty (60) days following delivery of Tenant's Notice within which to elect to fund the shortfall. If the City timely delivers notice of its election to fund the shortfall, Tenant's Notice shall be deemed withdrawn and of no further force or effect, and Tenant shall have the obligation to restore the

damaged structure(s), subject to the City's funding of the shortfall in accordance with the provisions of Section 10.2.4.

10.2.4. If the City has elected to fund the shortfall in accordance with Section 10.2.2 or 10.2.3, the City shall, within thirty (30) days thereafter, place an amount equal to the shortfall estimated by Tenant in Tenant's Notice into an account with the financial institution holding the insurance proceeds deposited in accordance with the provisions of Section 9.8. In reconstructing the Building and/or the Theater, insurance proceeds shall first be used for the reconstruction, and, when such funds have been exhausted, the City shall apply funds from the foregoing account. If, upon completion of the restoration, there are funds remaining in such account, those funds shall be returned to the City. If the funds in such account are not sufficient to complete the restoration, the City shall be responsible for paying such additional amounts as are required for such completion.

10.2.5. If Tenant has elected not to restore the Building but to keep the Lease in effect pursuant to Section 10.2.1, and the City has not elected to fund the shortfall, Tenant shall take such steps as are reasonably necessary to prevent further damage to the Building and cause the same to be secured so as to prevent public access thereto; provided, however, that if the damage to the Building is so severe as to make the foregoing not cost effective, Tenant shall instead cause the remaining portions of the Building to be razed and the Building site to be cleared of rubble and retuned to a level pad.

10.2.6. In reconstructing the Building and/or the Theater, Tenant shall comply with the conditions precedent to the commencement of Renovation and Construction Work set forth in the Work Letter. In the event the insurance proceeds and other funds available to Tenant, in the reasonable judgment of the City, are insufficient to pay for the cost of restoration, the City shall have the right to terminate this Lease, provided that Tenant shall have the right, within a reasonable period of time, to provide reasonable evidence to the City that Tenant has the ability to fund the shortfall and to commit to reconstruct the Building and Theater within a reasonable period of time, in which case City shall not have the right to terminate.

10.2.7. If either the City or Tenant elects to terminate this Lease pursuant to this Section, all insurance proceeds payable with respect to such destruction shall be assigned and/or delivered to the City to the extent the same cover the Building structure, and Tenant shall be entitled to retain all proceeds payable for all other structures, Tenant's personal property, trade fixtures, tenant improvements, loss of business and relocation costs, if any.

10.3. Restoration by City.

10.3.1. If, during the Term, the Garage is totally or partially destroyed, the City shall promptly commence and thereafter diligently pursue to completion restoration of the Garage to a condition as comparable as the Garage was in immediately before the destruction to the extent such restoration is economically feasible;

provided, however, that if the destruction is such that the insurance proceeds available to the City are insufficient to cover the cost of such reconstruction as reasonably determined by the City, the City shall have the right, at its option, in lieu of such restoration, to elect not to restore the Garage; provided, further, that if the sole reason for the insufficiency of insurance proceeds is that the City has self-insured a portion of the risk or has a deductible or retention, as permitted by this Lease, then the City shall not make such election unless the City determines the City has other public needs for the funds and such needs relate to the casualty that caused the damage. The City shall make the foregoing election by delivering written notice (the "City's Notice") to Tenant of such determination within a reasonable time following the City's calculation of the estimated cost of restoration, which notice shall set forth the City's calculation of the shortfall in funds.

10.3.2. If the City elects not to restore the Garage pursuant to Section 10.3.1, Tenant shall have a period of sixty (60) days following delivery of the City's Notice within which to elect to fund the shortfall estimated by the City in the City's Notice. If Tenant timely delivers notice of its election to fund the shortfall, the City's Notice shall be deemed withdrawn and of no further force or effect, and the City shall have the obligation to restore the Garage, subject to Tenant's funding of the shortfall in accordance with the provisions of Section 10.3.3.

10.3.3. If Tenant has elected to fund the shortfall in accordance with Section 10.3.2, Tenant shall, within thirty (30) days thereafter, place an amount equal to the shortfall estimated by the City in the City's Notice into an account with a financial institution reasonably acceptable to the City and Tenant, which account shall be jointly controlled by the City and Tenant. In reconstructing the Garage, the City shall first apply funds provided by its insurer to the reconstruction, and, when such funds have been exhausted, shall apply funds from the foregoing joint account, and Tenant shall reasonably cooperate with the City to make such funds available as required to pay the cost of restoration. If, upon completion of the restoration, there are funds remaining in such account, those funds shall be returned to Tenant.

10.4. Termination by City; Other Available Parking. If City elects not to restore the Parking Garage under Section 10.3.1 and Tenant does not elect to fund the shortfall under Section 10.3.1, then City shall use good faith efforts to make available, in other City public parking garages in the vicinity of the Premises, public parking for Tenant's patrons on a first-come, first served basis at the public parking rate then applicable to such parking.

10.5. Tenant's Right to Terminate. Tenant shall have the right, upon giving not less than thirty (30) days written notice to the City at any time, to terminate this Lease at any time prior to the Parking Authority's commencement of construction of the Garage or after the completion of the Building. Tenant shall have no liability or obligations hereunder from and after the date of such termination but shall not be released from obligations or liabilities incurred up to such date. In such event, Tenant shall surrender the Property in accordance with the provisions of Section 22. If, at the time of such termination, the Renovation and Construction Work is not yet completed, Tenant

shall transfer all remaining Available Funds to the City concurrently with such termination, to the extent it is lawfully permitted to do so pursuant to the pledge restrictions affecting the Available Funds that shall have been disclosed to the City as of the applicable Funding Date, and the City shall deliver such funds to a City Non-Profit Organization. As used herein, the "City Non-Profit Organization" shall mean a 501(c)(3) corporation designated by the City for the purpose of completing the Renovation and Construction Work and/or Garage (and Tenant Garage Specification Work) and/or operating the Property. Additionally, if at the time of such termination, the Tenant has failed to timely make any payment of the Tenant Garage Contribution or the Garage Specification Funds, then to the extent of such payments not made by Tenant, the Available Funds may be used by the City Non-Profit Organization to construct (or fund the construction of) the Garage.

11. Condemnation; Termination of Lease by City as Result of Condemnation.

11.1. Definitions.

11.1.1. Condemnation. "Condemnation" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor and (2) a voluntary sale or transfer by the City to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

11.1.2. Date of Taking. "Date of Taking" means the date the Condemnor has the right to possession of the property being condemned.

11.1.3. Award. "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

11.1.4. Condemnor. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

11.2. Rights and Obligations Governed by Lease. If during the Term there is any taking of all or any part of the Property or any interest in this Lease by Condemnation, the rights and obligations of the Parties shall be determined pursuant to this Section 11.

11.3. Total Taking.

11.3.1. Effect on Lease. If the Property is totally taken by Condemnation, this Lease shall terminate on the Date of Taking. If the City's interest in the Property is taken, this Lease shall remain in effect. If the Tenant's interest under this Lease is taken by City or an entity controlled by or related to City, then this Lease shall terminate.

11.3.2. Distribution of Award. Upon a total taking by any entity other than the City or an entity controlled by or related to the City (including, without limitation, a community redevelopment agency), any Award for or on account of the Property shall be allocated to the Parties in accordance with their respective interests in

the Property (and, without limiting Tenant's rights, such allocation shall take into consideration Tenant's Garage Contribution).

11.4. Partial Taking.

11.4.1. Tenant's Right to Terminate. If any portion but less than all of the Property is taken by Condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the portion of the Property not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the Award available for repair, so as to be suitable for Tenant's continued use of the Property for the same use as the Property was being used immediately prior to the taking, all as reasonably determined by Tenant.

11.4.2. Restoration of Property. If there is a partial taking of the Property and this Lease remains in full force and effect pursuant to Section 11.4.1, the Award shall be made available to Tenant for restoration of the remainder of the Property. In making such restoration, Tenant shall comply with the conditions precedent to the commencement of Renovation and Construction Work set forth in the Work Letter. Any portion of the Award remaining after such restoration shall be allocated to the Parties in accordance with their respective interests in the Property.

11.4.3. Distribution of Award. If there is a partial taking of the Property by the City or an entity controlled by or related to the City (including, without limitation, a community redevelopment agency) and Tenant elects to terminate this Lease pursuant to Section 11.4.1, the Award shall be allocated to the Parties in accordance with their respective interests in the Property (and, without limiting Tenant's rights, such allocation shall take into consideration Tenant's Garage Contribution).

11.5. Special Provisions Governing City Takings. To the extent permitted by Law, the City, for itself and for or any entity controlled by or related to the City (including, without limitation, a community redevelopment agency), hereby agrees that a total taking of the Tenant's interest in this Lease or a partial taking that would give Tenant a right to terminate this Lease pursuant to Section 11.4.1 shall only be effected if the City reasonably determines that (a) the overriding public interest or necessity requires the City to take possession of the Property, (b) the City's proposed use of the Property is planned and located in a manner that will be most compatible with the greatest public good and least private injury, and (c) the Property is necessary for the City's overriding proposed use. Further, if the taking results in a termination of this Lease, the City and Tenant hereby stipulate to an Award for the Tenant's interest in this Lease, which will be paid solely to Tenant, that is the greater of (i) the Award determined by the court for such taking, or (ii) the "Unamortized Improvement Value," the amount of which shall be calculated in accordance with the following:

11.5.1. As used herein, the term "Cost of Improvements" shall mean the sum of (i) all amounts expended by Tenant for the Renovation and Construction Work, including all hard and soft costs, (ii) all amounts subsequently expended by Tenant

for other improvements and Alterations to the Property, including all hard and soft costs, and (iii) Tenant's Garage Contribution.

11.5.2. The Cost of Improvements shall be amortized over a number of years equal to the number of remaining Lease Years (including the twenty (20) Lease Years attributable to Tenant's options to extend the Term) at a rate of interest equal to the prime rate of interest as published in the Wall Street Journal plus two percent (2%) in effect as of the date of each completion of such Improvement. The Unamortized Improvement Value shall be equal to the sum obtained by adding the unamortized values calculated in accordance with the foregoing two sentences as of the Date of Taking.

If the taking results in a termination of this Lease, the City shall use good faith efforts to find a suitable replacement property owned by the City for the conduct of Tenant's business.

12. Covenant of Nondiscrimination. Tenant herein covenants by and for itself, its successors, assigns, and sublessees and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the condition that, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, physical handicap, medical condition, sex, marital status, sexual preference, national origin or ancestry in the subleasing, transferring, use, occupancy, tenure or enjoyment of the Property herein leased nor shall Tenant itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Tenant, lessees, sublessees, subtenants or vendees in the Property. Tenant agrees to include in each assignment, sublease and other contract entered into by it with respect to the Property a covenant by the assignee, sublessee or other contracting party to the same effect as Tenant is obligated in the preceding sentence.

13. Prohibition Against Voluntary Assignment, Subletting, and Encumbering.

13.1. City's Consent Required. Tenant acknowledges that the City is entering into this Lease based on the non-profit character, stated purpose, and quality of the members of the Board of Directors of Tenant. Consequently, except as provided in this Section 13 or as permitted by Section 25, Tenant shall not assign (including, without limitation, by operation of Law) or transfer its interest in this Lease or in the Property (or any interest, right or privilege therein), or sublease all or any part of the Property, or allow any other person or entity (except Tenant's Authorized Representatives) to occupy or use on a continuous basis all or any part of the Property, without first notifying the City in writing and obtaining the City's prior written consent, which consent may be granted or withheld in the City's sole and absolute discretion. Nothing herein shall grant the City the right to approve any of Tenant's employees or staff members.

13.2. Theater Operator. Notwithstanding anything in this Lease to the contrary, the City shall not have the right to approve persons or entities to whom portions of the Premises have been turned over in the normal course of business for the production

or staging of theatrical, educational and cultural works, music and other performing arts, lectures, exhibitions, and similar events; provided, however, that the City shall have the right to approve any Theater Operator (as defined below), which approval shall not be unreasonably withheld. As used herein, the term "Theater Operator" shall refer to an independent third party with whom Tenant contracts to (i) operate all or substantially all of the Performing Arts Center for an extended period of time; or (ii) the Theater and/or the Studio for an extended period of time. The City shall not withhold its consent to Theater Operator based upon the nature or content of any past, present or future performance, lecture, presentation, show, exhibition or similar event, or series of such events.

13.3. Standards for Withholding Consent. Notwithstanding anything in this Lease to the contrary, the City shall not withhold its consent to any sublease, concession, license agreement or other arrangement unless the City reasonably determines that (a) the proposed subtenant, concessionaire or licensee is not financially solvent, or (b) the operations of the proposed subtenant, concessionaire, or licensee would be inconsistent with the high quality of establishments in the City of Beverly Hills.

13.4. Deemed Approval. To the extent that the City's consent to a sublease, concession, license agreement or other arrangement is required under this Section 13, the City's failure to provide Tenant its written disapproval of the arrangement within thirty (30) days after its receipt of a copy of the agreement relating to such arrangement shall be deemed to constitute the City's approval of the same.

13.5. No Waiver. No consent to any assignment, transfer or sublease shall constitute a further waiver of the Provisions of this Section. Tenant shall reimburse the City for the reasonable out-of-pocket costs of legal, financial and/or other analyses as well as the City's actual out-of-pocket costs incurred in connection with a proposed transaction whether or not the City ultimately grants its approval of the proposed assignment.

14. Compliance with Environmental Laws.

14.1. Tenant's Covenant. Tenant shall not cause or permit any Hazardous Material to be placed, released, used or disposed of on, under or at the Property or any part thereof or disposed of or discharged from the Property into the atmosphere, soil or any watercourse, body of water or wetlands, at any time during the Term, except in the manner permitted by applicable Law (including, without limitation, use of cleaning solvents, toner cartridges, etc. in the ordinary course of business). The foregoing shall not, without limitation, make Tenant liable for any Hazardous Material located on the Property as of the commencement of the Term (provided that Tenant shall properly handle, contain and/or dispose of the same as necessary in connection with its Renovation and Construction Work and any subsequent Alterations), nor shall Tenant have liability to the City for Hazardous Materials that migrate under the Property from adjacent property.

14.2. Violation of Tenant's Covenant. If Tenant causes or permits any Hazardous Material to be placed, released, used or disposed of on, under or at the Property in violation of Tenant's covenant set forth in Section 14.1 above, Tenant shall contain, abate or control such Hazardous Material and, if necessary, remove and dispose of same in accordance with all applicable Environmental Laws and other Laws. If Tenant fails to undertake such action within (a) thirty (30) days after Tenant's receipt of written notice from the City requiring Tenant to undertake such action (or such longer period as reasonably may be required, provided Tenant is diligently attempting to complete such action), or (b) such shorter period as may be required by any Environmental Law or other law, the City may (but shall not be obligated to) cause such action to be taken by a third party contractor or contractors after giving Tenant at least ten (10) days' notice of its intention to do so, and the amount of any cost or expense therefor shall be paid immediately by Tenant. If the City makes any payment or incurs any costs or expenses in connection therewith, such amounts, together with interest thereon from the date paid by the City, shall be deemed Rent, payable by Tenant to the City on demand.

14.3. Indemnification. Tenant hereby indemnifies the City and agrees to defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims which at any time or from time to time may be paid, incurred or suffered by, or asserted against, the City, its officers, employees and agents for, with respect to or as a direct or indirect result of, the violation by Tenant of its covenant contained in Section 14.1 above. Except as otherwise provided in this Lease, Tenant's liabilities for the undertakings and indemnifications set out in this Section 14 shall survive the Termination or the Expiration, as applicable, of this Lease.

15. Default.

15.1. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant:

15.1.1. failure to pay Rent or any other payment required to be made by Tenant hereunder as and when due (including, without limitation, any installment of the Tenant Garage Contribution), and such failure continues for ten (10) days after written notice from the City to Tenant;

15.1.2. abandonment of the Property or the leasehold estate by Tenant;

15.1.3. the subjection of any right or interest to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days;

15.1.4. an assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities; or for reorganization, dissolution, or

arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event;

15.1.5. the appointment of a receiver, unless such receivership is terminated within ninety (90) days after the appointment of the receiver, to take possession of Tenant's interest in the Property or of Tenant's interest in the leasehold estate or of Tenant's operations on the Property for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership instituted by the City, the event of default being not the appointment of a receiver at the City's insistence but the event justifying the receivership; and

15.1.6. failure to perform any other covenant or Provision of this Lease, if the failure to perform is not cured within thirty (30) days after written notice. If the failure to perform cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant promptly commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

Any notice required to be given by the City to Tenant under this Section 15.1 shall specify in reasonable detail the event or act or failure to perform complained of by the City and the applicable Provision of this Lease which Tenant is alleged to have violated, shall be given in accordance with the provisions of Section 15, and shall demand that Tenant perform the provisions of this Lease within the applicable period of time provided for herein or quit the Property.

15.2. Remedies.

15.2.1. Cumulative Nature of Remedies. If any default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period, if any, applicable to the default under the applicable provision of this Lease, the City shall have the remedies described in this Section 15.2 and all other remedies as may be provided at law.

15.2.2. Termination. The City may, at the City's election, terminate this Lease by giving Tenant notice of Termination. In the event the City terminates this Lease, the City may recover possession of the Property (which Tenant shall surrender and vacate upon demand) and remove all persons and property therefrom, and the City shall be entitled to recover as damages the worth at the time of the award of any unpaid Rent or other charges which have been earned at the time of Termination and any damages incurred by the City as a result of a failure by Tenant to perform its obligations hereunder but not any consequential damages. As used in this Section 15.2.2, the "worth at the time of the award" shall be computed by allowing interest at a rate equal to the lesser of (i) one hundred thirty three and one third percent (133 1/3%) of the prime rate as published in the Wall Street Journal, and (ii) the maximum rate at the time of the

award that a non-exempt lender is permitted to charge on loans for any use other than for personal, family or household purposes, under California Constitution Article XV, Section 1, as now in effect or hereafter from time to time amended.

15.2.3. Failure to Make a Garage Payment. In the event the Tenant fails to cure a failure by Tenant to timely pay an installment of the Tenant Garage Contribution under Section 6 of the Work Letter or the Garage Specification Funds, then in addition to the City's other remedies at law, in equity and under this Lease, Tenant hereby expressly agrees that City shall be entitled to obtain an injunction, upon ex parte application by City (with a copy delivered to the Tenant) to any California state court with jurisdiction, enjoining the Tenant's construction of the Renovation and Construction Work and the expenditure by Tenant of any funds for costs of designing or constructing the same, it being understood that absent the Tenant's full Tenant Garage Contribution and Garage Specification Funds, the City and Parking Authority will need to use some or all of Tenant's remaining funds to construct the Garage and the Tenant Garage Specification Work.

15.2.4. Assignment of Subrents. Tenant assigns to the City all subrents and other sums falling due from subtenants, licensees, permittees, and concessionaires (herein called subtenants) during any period in which the City has the right under this Lease, whether exercised or not, to reenter the Property for Tenant's default, and Tenant shall not have any right to such sums during that period. The City may at the City's election reenter the Property with or without process of law, without terminating this Lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors. The City shall receive and collect all subrents and proceeds from reletting, applying to the payment of reasonable expenses of the City.

15.2.5. City's Right to Cure Tenant's Default. At any time after Tenant is in default, the City may, but is not obligated to, cure such default at Tenant's cost. If the City at any time, by reason of such default by Tenant, pays any sum or does any act, the sum paid by the City plus the reasonable cost of performing such act shall be due as additional Rent immediately at the time the sum is paid or the act performed. No such payment or act shall constitute a waiver of default or of any remedy for default or render the City liable for any loss or damage resulting from any such act.

15.2.6. City's Default. The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to the City specifying wherein the City has failed to perform such obligation; provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are required for its performance then the City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently and in good faith prosecute the cure to completion.

16. City's Entry on Property.

16.1. Generally. The City and its Authorized Representatives shall have the right to enter the Property at all reasonable times and after reasonable notice (except for emergencies) for any of the following purposes:

16.1.1. to determine whether the Property is in good condition and whether Tenant is complying with its obligations under this Lease;

16.1.2. to do any necessary maintenance and to make any restoration to the Property that the City has the right to perform and/or to abate any dangerous condition which exists thereon;

16.1.3. to serve, post, or keep posted any notices required or allowed under the provisions of this Lease; and

16.1.4. for any other purposes acting in its capacity as the City of Beverly Hills, irrespective of its position as landlord hereunder.

The City shall conduct its activities on the Property as allowed in this section in a manner that will cause the least inconvenience, annoyance, or disturbance to Tenant as reasonably possible.

17. Fund Raising; Security Interest of City. In connection with its fund raising activities, Tenant may grant naming rights to portions of the Property to donors, but no naming rights to Major Components of the Property shall be granted without the prior approval of the City. City acknowledges that the naming of the Wallis Annenberg Center for the Performing Arts has been approved by the City, as have the names "Goldsmith," "Tisch" and "Lovelace' in connection with the Theater, the sculpture garden and the Studio, respectively. Tenant shall submit a written request to the City (a "Property Naming Request") requesting approval of a name or list of names in connection with one or more of the Major Components of the Property. The City shall have ten (10) days following its receipt of a Property Naming Request to approve or disapprove such request. The City's failure to disapprove any Property Naming Request within such ten (10) day period shall be deemed its approval thereof. Following termination or expiration of this Lease for any reason, the City shall continue to honor any naming of the Property or any portion of the Property permitted by this Lease so long as the Property or the portion of the Property continues to exist. This covenant shall survive the termination (whether by Tenant or the City) or expiration of this Lease and shall be enforceable by any donor or his or her family, or their respective heirs, successors or assigns, whose name has been placed upon the Property or a portion of the Property. For the purposes of this Lease the following shall be deemed to be the "Major Components of the Property": The Theatre, the Building, the Studio and great hall located within the Building, the sculpture garden, the education courtyard and the promenade terrace. Donated cash for the Renovation and Construction Work shall be deposited in one or more interest bearing accounts with a financial institution reasonably approved by the City. Without limitation, the City hereby approves City National Bank.

Tenant shall grant to the City a security interest in all such funds and accounts to secure the obligations of Tenant hereunder to complete the Renovation and Construction Work and pay the Tenant Garage Contribution and the Garage Specification Funds and shall take all actions necessary or appropriate to perfect such security interest (including executing and causing City National Bank to execute a control agreement with respect to the account); provided, however, that, (i) notwithstanding such security interest, unless Tenant is in default under the terms of this Lease beyond applicable notice and grace periods, Tenant shall have full and unhindered access to the funds in such accounts to withdraw and apply such cash to the Renovation and Construction Work, (ii) such security interest shall expire and be of no further force or effect upon completion of the Renovation and Construction Work and Tenant's payment of the Tenant Garage Contribution and the Garage Specification Funds, and (iii) in the event that City shall elect to exercise its rights as a secured creditor, City shall deliver such cash to a City Non-Profit Organization. In the event the City fails to comply with the provisions of subpart (iii) in the immediately preceding sentence, the City shall indemnify, defend and hold harmless all contributors of cash that is not distributed to qualified 501(c)(3) organizations in connection with the exercise of the City's rights as secured party for any adverse tax consequences to such contributors as a result of the City's failure to comply with such subpart (iii).

18. Operation of Tenant/Reports. Tenant shall operate in a manner which preserves its status as an organization exempt from federal income tax under Section 501(c)(3) at all times. On or before the date that is 120 days following the end of each of Tenant's fiscal years, Tenant shall file a report on its activities for the previous year with the City, which report shall include, without limitation: (a) the names and addresses of all directors and members of the executive committee of Tenant, (b) a balance sheet and operating statement for the preceding year, (c) copies of the current articles of incorporation and bylaws of Tenant, and (d) a brief narrative description of the activities of the Performing Arts Center during the previous year. At all times during the Term, not less than a majority of the Board of Directors of Tenant and not less than a majority of the Executive Committee of the Board of Directors of Tenant shall be comprised of individuals whose principal residence is located in the City of Beverly Hills. Tenant shall establish methods of electing directors which provide opportunities for interested qualified members of the community to apply for service on the Board of Directors of Tenant from time to time. The City shall have the right to have the City Manager or a representative appointed by the City Manager and one member of the City Council attend all meetings of the Board of Directors of Tenant on a non-voting basis (except with respect to matters involving internal organization, employee relations, matters relating to the relationship of Tenant and the City, and legal matters). In addition, the City shall have the right to have a representative present at all meetings of committees of the Board of Directors which relate to overseeing the Renovation and Construction Work. Tenant shall give prior written notice to the City of all such meetings.

19. Arbitration. Except as otherwise provided by this Section 19, disputed matters under this Lease shall be settled by binding arbitration in accordance with the then existing provisions of the California Arbitration Act, which as of the date hereof is contained in Title 9 of Part III of the California Code of Civil Procedure, commencing

with Section 1280. Either Party (the "Initiating Party") may initiate the arbitration process by sending written notice ("Request for Arbitration") to the other Party (the "Responding Party") requesting initiation of the arbitration process and setting forth a brief description of the dispute or disputes to be resolved and the contention(s) of the Initiating Party. Within ten (10) days after service of the Request for Arbitration, the Responding Party shall file a response setting forth the Responding Party's description of the dispute and the contention(s) of Responding Party. If Responding Party has any "Additional Disputes" it shall follow the format described for the Initiating Party. The Initiating Party will respond within ten (10) days after service of the Additional Disputes setting forth Initiating Party's description of the Additional Disputes and contentions regarding the Additional Disputes. Notwithstanding anything to the contrary which may now or hereafter be contained in the California Arbitration Act, the Parties agree that the following provisions shall apply to any and all arbitration proceedings conducted pursuant to this Lease:

19.1. Selection of Arbitrator. The Parties shall attempt to agree upon an arbitrator who shall decide the matter. If, for any reason, the Parties are unable to agree upon the arbitrator within ten (10) days of the date the Initiating Party serves a request for arbitration on the Responding Party, then at any time on or after such date either Party may petition for the appointment of the arbitrator as provided in California Code of Civil Procedure Section 1281.6.

19.2. Arbitrator. The arbitrator shall be a retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any United States District Court or Court of Appeals located within the State, who has agreed to resolve civil disputes.

19.3. Scope of Arbitration. The City and Tenant affirm that the mutual objective of such arbitration is to resolve the dispute as expeditiously as possible. The arbitration process shall not apply or be used to determine issues other than (i) those presented to the arbitrator by the Initiating Party provided those disputes are arbitrable disputes pursuant to this Lease, (ii) Additional Disputes presented to the arbitrator by the Responding Party, provided that any such Additional Disputes constitute arbitrable disputes pursuant to this Lease, and (iii) such related preliminary or procedural issues as are necessary to resolve (i) and/or (ii) above. The arbitrator shall render an award. Either Party may, at its sole cost and expense, request a statement of decision explaining the arbitrator's reasoning which shall be in such detail as the arbitrator may determine. Unless otherwise expressly agreed by the Parties in writing, the award shall be made by the arbitrator no later than the sooner of six (6) months after the date on which the arbitrator is selected by mutual agreement or court order, whichever is applicable, or five (5) months after the date of a denial of a petition to disqualify a potential arbitrator for cause. The City and Tenant hereby instruct the arbitrator to take any and all actions deemed reasonably necessary, appropriate or prudent to ensure the issuance of an award within such period. Notwithstanding the foregoing, failure to complete the arbitration process within such period shall not render such arbitration or any determination made therein void or voidable; however, at any time after the expiration of the foregoing five (5) or six (6) month periods, as applicable, either Party may deliver written notice to the arbitrator and the other Party either terminating the arbitration or declaring such Party's

intent to terminate the arbitration if the award is not issued within a specified number of days after delivery of such notice. If the arbitrator's award is not issued prior to the expiration of said specified period, the arbitration shall be terminated and the Parties shall recommence arbitration proceedings pursuant to this Section 19.

19.4. Section 1282.2. The provisions of Code of Civil Procedure Section 1282.2 shall apply to the arbitration proceedings except to the extent they are inconsistent with the following:

(1) Unless the Parties otherwise agree, the arbitrator shall appoint a time and place for the hearing and shall cause notice thereof to be served as provided in said Section 1282.2 not less than ninety (90) days before the hearing, regardless of the aggregate amount in controversy.

(2) No later than sixty (60) days prior to the date set for the hearing (unless, upon a showing of good cause by either Party, the arbitrator establishes a different period), in lieu of the exchange and inspection authorized by Code of Civil Procedure Section 1282.2(a)(2)(A), (B) and (C), the Parties shall simultaneously exchange the following documents by personal delivery to each other and to the arbitrator:

(a) a written Statement of Position, as further defined below, setting forth in detail that Party's final position regarding the matter in dispute and specific numerical proposal for resolution of monetary disputes;

(b) a list of witnesses each Party intends to call at the hearing, designating which witnesses will be called as expert witnesses and a summary of each witness's testimony;

(c) a list of the documents each intends to introduce at the hearing, together with complete and correct copies of all of such documents; and,

(d) if the issue involves a valuation matter, a list of all written appraisal evidence (as defined below) each intends to introduce at the hearing, together with complete and correct copies of all of such written appraisal evidence.

(3) No later than twenty (20) days prior to the date set for the hearing, each Party may file a reply to the other party's Statement of Position ("Reply"). The Reply shall contain the following information:

(a) a written statement, to be limited to that Party's rebuttal to the matters set forth in the other party's Statement of Position;

(b) a list of witnesses each Party intends to call at the hearing to rebut the evidence to be presented by the other Party, designating which witnesses will be called as expert witnesses;

(c) a list of the documents each intends to introduce at the hearing to rebut the evidence to be presented by the other party, together with complete and correct copies of all of such documents (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents);

(d) if the issue involves a valuation matter, a list of all written appraisal evidence, or written critiques of the other Party's written appraisal evidence if any, each intends to introduce at the hearing to rebut the evidence presented by the other Party, together with complete and correct copies of all of such written appraisal evidence (unless, upon a showing of good cause by either Party, the arbitrator establishes a different deadline for delivering true and correct copies of such written appraisal evidence); and

(e) Witnesses or documents to be used solely for impeachment of a witness need not be identified or produced.

(4) The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

19.5. Statements of Position. Where the dispute involves insurance levels or other monetary amounts, the Statements of Position shall numerically set forth the monetary amounts in dispute, insurance level and/or other monetary amounts, and shall additionally set forth the facts supporting such Party's position.

19.6. Evidence. The provisions of Code of Civil Procedure Section 1282.2(a)(2)(E) shall not apply to the arbitration proceeding. The arbitrator shall have no discretion to allow a Party to introduce witnesses, documents or written appraisal evidence (other than impeachment testimony) unless such information was previously delivered to the other Party in accordance with Section 19.4, or such evidence consists of a transcript of a deposition of an expert witness conducted pursuant to Section 19.7. Notwithstanding the foregoing, the arbitrator may allow a Party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other party in accordance with Section 19.5, provided such evidence is otherwise permissible hereunder.

19.7. Discovery. The provisions of Code of Civil Procedure Section 1283.05 shall not apply to the arbitration proceedings except to the extent incorporated by other sections of the California Arbitration Act which apply to the arbitration proceedings. There shall be no pre-arbitration discovery except as provided in Section

19.4; provided, however, each Party shall have the right, no later than seven (7) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other Party as an expert witness pursuant to Sections 19.4 (2)(b) or 19.4 (3)(b).

19.8. Awards of Arbitrators.

19.8.1. Monetary Issues. With respect to monetary disputes (including the amount of coverage under the policies of insurance required pursuant to Section 9 of this Lease), the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position. The arbitrator shall instead select whichever of the two Statements of Position is the closest to the monetary amount that the arbitrator determines to be the appropriate determination of coverage or other matter in dispute and shall render an award consistent with such Statement of Position. While the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position concerning a Separate Dispute, the arbitrator shall have the right, if the arbitrator so chooses, to choose one Party's Statement of Position on one or more of the Separate Disputes, while selecting the other Party's Statement of Position on the remaining Separate Disputes. Upon the arbitrator's selection of a Statement of Position, pursuant to this Section 19, the Statement of Position so chosen and the award rendered by the arbitrator thereon shall be final and binding upon the Parties, absent Gross Error on the part of the arbitrator.

19.8.2. Nonmonetary Issues. With respect to nonmonetary issues and disputes, the arbitrator shall determine the most appropriate resolution of the issue or dispute, taking into account the Statements of Position submitted by the Parties, and shall render an award accordingly. Such award shall be final and binding upon the Parties, absent Gross Error on the part of the arbitrator.

19.9. Costs of Arbitration. Subject to the rights of the prevailing Party to recover the same as provided elsewhere in this Lease, Tenant and the City shall equally share the expenses and fees of the arbitrator, together with other expenses of arbitration incurred or approved by the arbitrator. Failure of either Party to pay its share of expenses and fees constitutes a material breach of such Party's obligations hereunder.

19.10. Amendment to Implement Judgment. Within seven (7) days after the issuance of any award by the arbitrator becomes final, the City will draft a proposed amendment to the Lease setting forth the relevant terms of such award. Within seven (7) days after delivery of a copy of the amendment to Tenant, Tenant will sign the amendment and return the executed copy to the City, which shall thereafter be considered by the City Council and thereafter approved by the City Council and executed by the City as soon as reasonably practicable.

19.11. Impact of Gross Error Allegations. Where either Party has charged the arbitrator with Gross Error:

19.11.1. The award shall not be implemented if the Party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitration award ("Disqualification Judgment"). In the event of a Disqualification Judgment, the arbitration process shall begin over immediately in accordance with this Section 19.11, which arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

19.11.2. The Party alleging Gross Error shall have the burden of proof.

19.11.3. For the purposes of this Section 19.11, the term "Gross Error" shall mean that the arbitration award is subject to vacation pursuant to California Code of Civil Procedure Section 1286.2 or any successor provision.

20. Notices. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other Party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested, on the business day following the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to the City, to:	CITY OF BEVERLY HILLS 455 North Rexford Drive Beverly Hills, California 90210 Attention: City Manager
With a copy to:	CITY OF BEVERLY HILLS 455 North Rexford Drive Beverly Hills, California 90210 Attention: City Attorney
If to Tenant, to:	WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS 470 North Canon Drive Beverly Hills, CA 90210 Attention: Executive Director
With an additional copy to:	MANATT, PHELPS & PHILLIPS, LLP 11355 W. Olympic Boulevard Los Angeles, California 90064 Attention: Martin E. Steere, Esq.

21. Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Lease, whether or not pursued to judgment, the prevailing Party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, charges and disbursements, and also including all fees, costs and expenses incurred in executing, perfecting, enforcing and collecting any judgment.

22. Surrender of Property: Holding Over.

22.1. Surrender of Property. At the Expiration or earlier Termination of the Term, Tenant shall surrender possession of the Property to the City. Tenant shall leave the Property in good and broom-clean condition, reasonable wear and tear and damage by casualty that is not Tenant's obligation to repair excepted. All property that Tenant is not required to surrender but that Tenant does abandon shall, at the City's election, become the City's property at Expiration or Termination.

22.2. Holding Over. If Tenant with City's consent remains in possession of the Property after Expiration or Termination, such possession by Tenant shall be deemed to be a month to month tenancy terminable on thirty (30) days' notice given at any time by either Party. All Provisions of this Lease shall apply to the month to month tenancy except those provisions pertaining to the Term and Basic Rent. Basic Rent during any period that Tenant holds over shall increase to the market rent payable for first class office space in the City of Beverly Hills.

23. Estoppel Certificates. At any time and from time to time, within twenty (20) days after notice of request by either Party, the other Party shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured defaults or failures to perform any covenant or Provision of this Lease on the part of the requesting Party or specifying any such defaults or failures which are claimed to exist.

24. Limitation on Liability.

24.1. Notwithstanding anything in this Lease, or at law, or in equity to the contrary, in any action, proceeding, arbitration, or otherwise by the City arising out of, in connection with, or relating directly or indirectly to this Lease, the City will proceed only against the assets of Tenant, including any interest of Tenant in the Property and not against any director, officer, employee or agent of Tenant, or any of their respective property. Notwithstanding anything in this Lease, or at law, or in equity, to the contrary, no director, officer, employee, or agent of Tenant shall have any personal liability to the City arising out of, in connection with, or relating directly or indirectly to this Lease other than for intentional torts or criminal acts.

24.2. Notwithstanding anything in this Lease, or at law, or in equity to the contrary, in any action, proceeding, arbitration, or otherwise by Tenant arising out of, in connection with, or relating directly or indirectly to this Lease, Tenant will proceed only against the assets of the City including any interest of the City in the Property and not against any member of the City Council, employee or agent of the City, or any of their respective property. Notwithstanding anything in this Lease, or at law, or in equity, to the contrary, no member of the City Council, employee, or agent of the City shall have any personal liability to Tenant arising out of, in connection with, or relating directly or indirectly to this Lease other than for intentional torts or criminal acts.

25. Bond Financing. In the event that Tenant determines that, in order to meet a Funding Date, Tenant requires proceeds from bond financing, then if the terms of the bond financing are acceptable to the City in its sole and absolute discretion, the City and Tenant may agree in writing to amend this Lease to provide such reasonable protections as are reasonably required by the commercial bank or banks that serve in the capacity as trustee for bonds that are issued by or on behalf of the Tenant and any bank, insurance company, pension fund or other financial institution which provides (a) a letter of credit, insurance policy, surety bond, line of credit or other instrument which secures or guarantees the payment of principal of and interest on any such bonds and/or (b) any letter of credit, line of credit, standby purchase agreement or other instrument then in effect which provides for the payment of the purchase price of any such bonds.

26. Miscellaneous.

26.1. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

26.2. Covenants and Conditions. All Provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

26.3. Transfer of City's Interest. In the event of any transfer or transfers of the City's interest in the Property or the Parking Authority's interest in the Garage, the applicable transferor shall be automatically relieved of any and all obligations and liabilities with respect to the interest transferred that accrue from and after the date of such transfer provided that the applicable transferee assumes or is otherwise bound by and obligated for such obligations and liabilities.

26.4. Waiver. The waiver by the City or Tenant of any breach by the other Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure to pay the particular rents so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent.

26.5. Time of Essence. Time is of the essence with respect to the performance of every Provision of this Lease in which time of performance is a factor.

26.6. Brokers. Each Party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or other agent (attorneys excepted) in connection with the negotiation or making of this Lease.

26.7. Table of Contents: Headings. The table of contents of this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

26.8. Entire Agreement; Modification. This Lease contains the entire agreement between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own inspection of the Property and examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in this Lease itself. The failure or refusal of either Party to inspect the Property, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice. Each Party represents and warrants that it has the power and authority to enter into and carry out the provisions of this Lease. No provision of this Lease may be amended or varied except by an agreement in writing signed by the Parties hereto or their respective successors.

26.9. Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease and all remaining provisions shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

26.10. Successors. Subject to the Provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns. and personal representatives of the respective Parties.

26.11. Consents of Parties. Except as otherwise specifically provided to the contrary herein, whenever this Lease provides for the consent or approval of a Party, such consent or approval, as applicable, shall not be unreasonably withheld or delayed. Except as set forth in Sections 6.4 and 8.1, wherever this Lease requires the consent or approval of the City, such consent or approval shall be in writing and shall be granted or withheld on behalf of the City by the City Manager. In the event that the consent or approval of the City is withheld, Tenant shall have the right to appeal such withholding of consent or approval to the City Council. If written request for consent or approval is given to a Party, and such Party fails to deliver written disapproval (together, in the case of requests for approval that cannot be unreasonably withheld, with an explanation of the reasonable basis or bases for such disapproval) within ten (10) business days following such request, the Party who fails to deliver such notice shall be deemed to have denied the requested consent or given its disapproval, as applicable. If the City Manager determines that a matter for which consent is requested requires approval of the City Council, the City Manager may so notify Tenant and the deadline by which the City must grant or withhold consent shall be extended for such time as is necessary for the matter to be noticed, calendared and heard by the City Council at the next available City Council meeting. Neither the City's execution of this Lease nor any consent or approval given by the City hereunder in its capacity as lessor shall waive, abridge, impair or otherwise affect the City's powers and duties as a governmental body, including but not limited to the power of eminent domain (except as set forth in Section 11.5). Any requirements under this Lease that Tenant obtain consents or approvals of the City are in addition to and not in lieu of any requirements of Law that Tenant obtain approvals or permits.

26.12. Joint and Several Obligations. "Party" shall mean City or Tenant; and if more than one person is City or Tenant, the obligations imposed on that Party shall be joint and several.

26.13. Telecommunications. Tenant may broadcast performances on the Property. However, methodology utilized by Tenant for such transmissions which involves exterior devices on the Building shall be subject to the prior written reasonable approval of the City. The Parties recognize, however, that the City can withhold such approval on the basis of aesthetics. Any revenues generated by such transmissions shall he retained by Tenant. The City shall have the right, at all times, to install telecommunication facilities on the Property in such a manner as not to unreasonably interfere with Tenant's use of the Property.

26.14. Execution; Recordation of Memorandum of Lease. This Lease shall not be recorded. However, upon the request of either Party, the Parties shall execute a memorandum of lease for recordation in form and substance as reasonably required by a title insurance company insuring Tenant's leasehold estate or the interest of any leasehold or fee Lender, and sufficient to give constructive notice of this Lease to subsequent purchasers and mortgagees.

26.15. Force Majeure. Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage.

26.16. Ownership of Improvements. During the Term of the Lease, Tenant shall be deemed to be the owner of the Theater and any other improvements constructed by Tenant. The ownership of such improvements shall revert to the City upon Expiration or Termination.

26.17. Waiver of Governmental Rights. The City is entering into this Lease in its proprietary capacity and nothing herein shall waive, modify or impair the City's rights in its governmental capacity except to the extent otherwise expressly set forth herein, including, without limitation, the provisions of Section 11.5.

(Signatures appear on following page)

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

CITY OF BEVERLY HILLS

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation

By
BRAM GOLDSMITH:
Chairman

By
RONALD D. ROSEN
Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

RODERICK J. WOOD, CCM
City Manager

DAVID LIGHTNER
Deputy City Manager

KARL KIRKMAN
Risk Manager

Consent Agreement of the Parking Authority with respect to provisions pertaining to It:

THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS,a parking authority established pursuant to the Parking Law of 1949 of the State of California

BARRY BRUCKER
Chairman of the Parking Authority of the City of Beverly Hills

ATTEST:

BYRON POPE
Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

THE LAND LYING AND BEING IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PACIFIC ELECTRIC RAILWAY COMPANY RIGHT OF WAY (HOLLYWOOD DIVISION) AS GRANTED BY DEED RECORDED IN BOOK 2940 PAGE 77 OF DEEDS, RECORDS OF SAID COUNTY, WITH A LINE DISTANT 10 FEET MEASURED NORTHEASTERLY FROM AND AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF CANON DRIVE SHOWN ON TRACT BEVERLY, RECORDED IN BOOK 11 PAGE 94 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 312.10 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF CRESCENT DRIVE; THENCE SOUTH 39 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF CRESCENT DRIVE, A DISTANCE OF 275.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 135 FEET MEASURED NORTHERLY AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF BURTON WAY AS SAID BURTON WAY IS SHOWN ON THE MAP OF SAID TRACT BEVERLY; THENCE BEARING SOUTH 89 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 167.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 894.95 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 216.75 FEET TO A POINT IN A LINE, SAID LINE BEING DISTANT 10 FEET MEASURED NORTHEASTERLY FROM AND AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF CANON DRIVE; THENCE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 53.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; AND

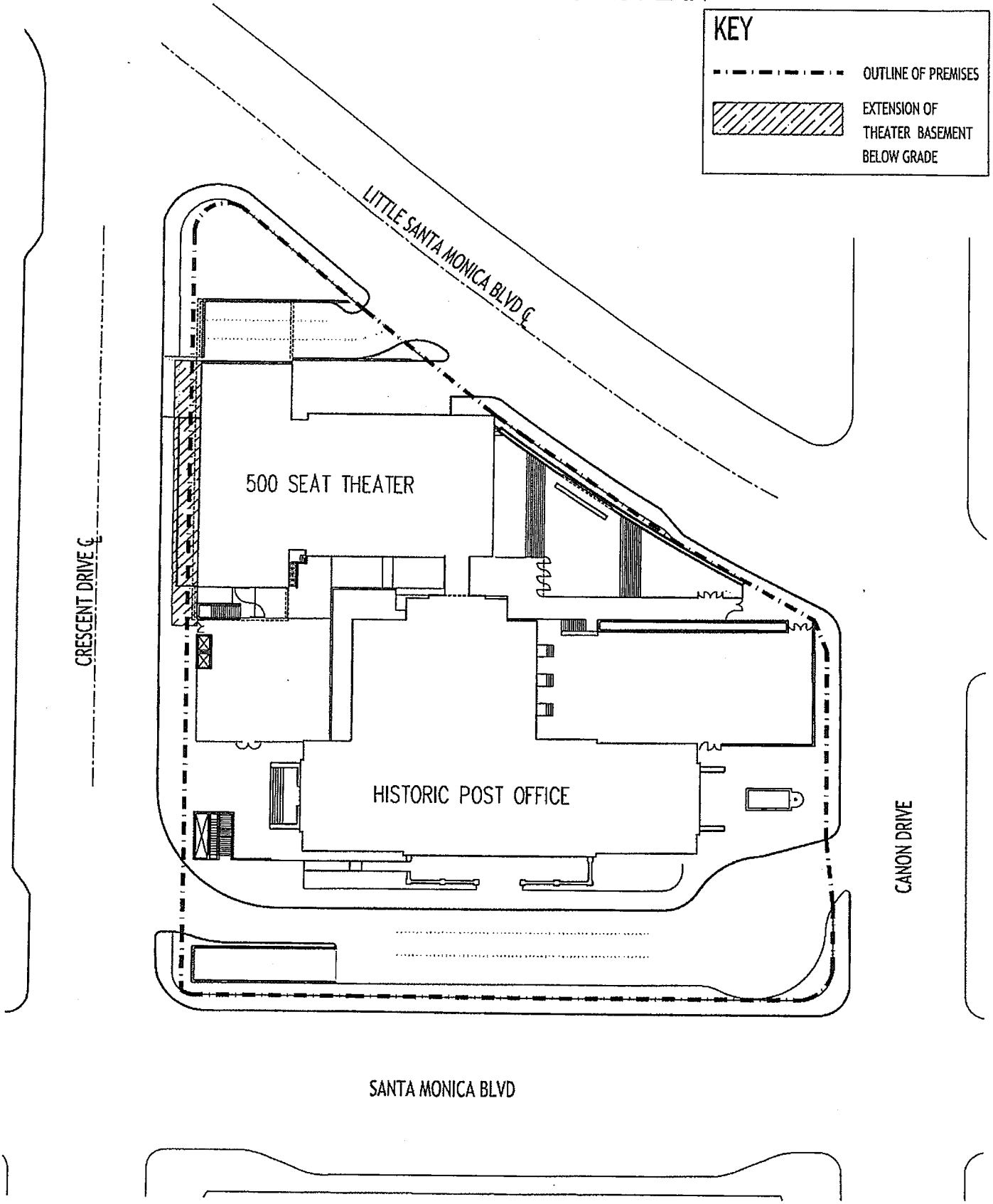
THAT CERTAIN 35 FOOT STRIP OF LAND BEING A PORTION OF LOT "A" OF RANCHO RODEO OF LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107 PAGES 210 TO 212 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN FINAL DECREE ON CONDEMNATION RECORDED MARCH 21, 1896 AS INSTRUMENT NO. 38 IN BOOK 1084, PAGE 133 OF DEEDS IN THE RECORDERS OFFICE OF SAID COUNTY BOUNDED NORTHEASTERLY BY THE SOUTHWESTERLY LINE OF CRESCENT DRIVE, 80 FEET WIDE, AS DESCRIBED IN ORDINANCE NO. 323 RECORDED NOVEMBER 24, 1931 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF CANON DRIVE, 84 FEET WIDE, AS DESCRIBED IN ORDINANCE NO. 351 RECORDED SEPTEMBER 27, 1932 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 2 FEET AND THE SOUTHEASTERLY 2 FEET OF SAID 35 FOOT STRIP OF LAND.

EXHIBIT "A-1"

SITE PLAN

EXHIBIT "A-1" SITE PLAN



SITE PLAN (PREMISES)

SCALE: NOT TO SCALE

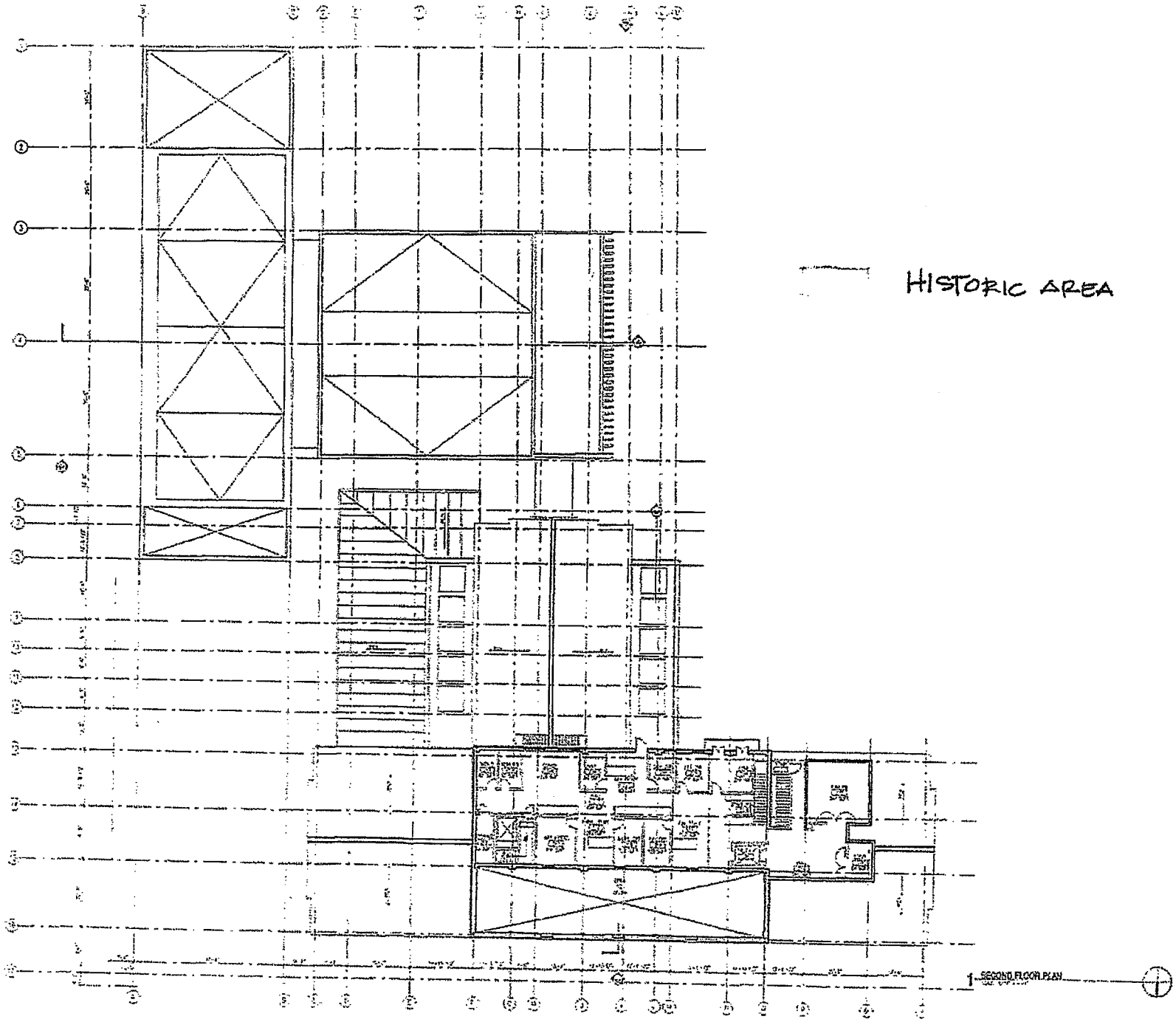
NOTE: INTENT FOR OUTLINE OF PREMISES TO REFLECT THE INSIDE OF SIDEWALK (I.E. NON-STREET EDGE OF SIDEWALK).

SPF:a

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS - BEVERLY HILLS

FIRST FLOOR PLAN

A-2.02



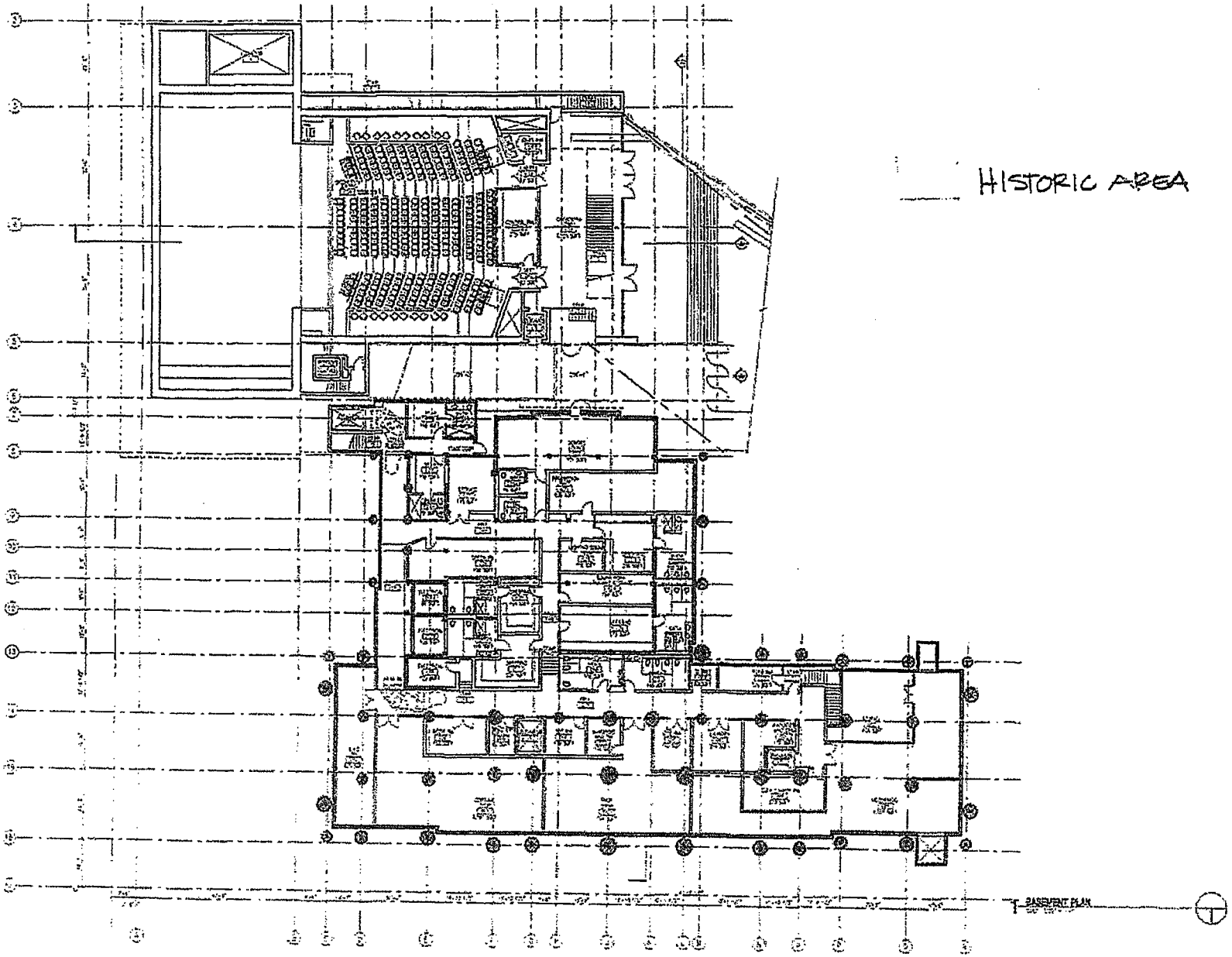
SPF:a

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS - BEVERLY HILLS

SECOND FLOOR PLAN

A-2.03

SPF:a

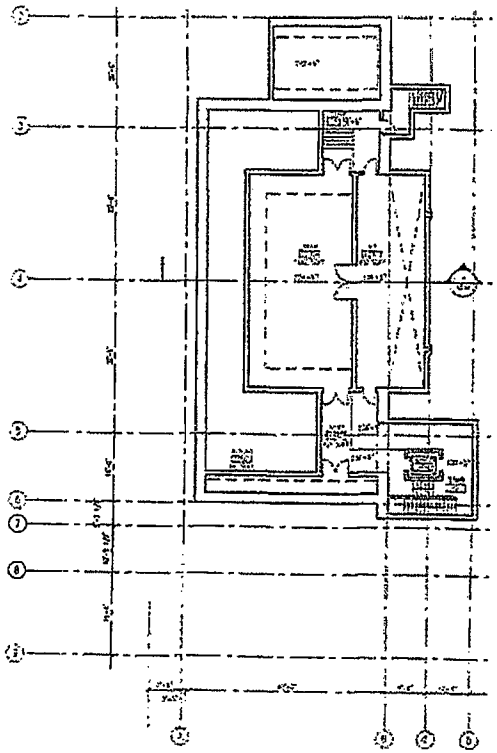


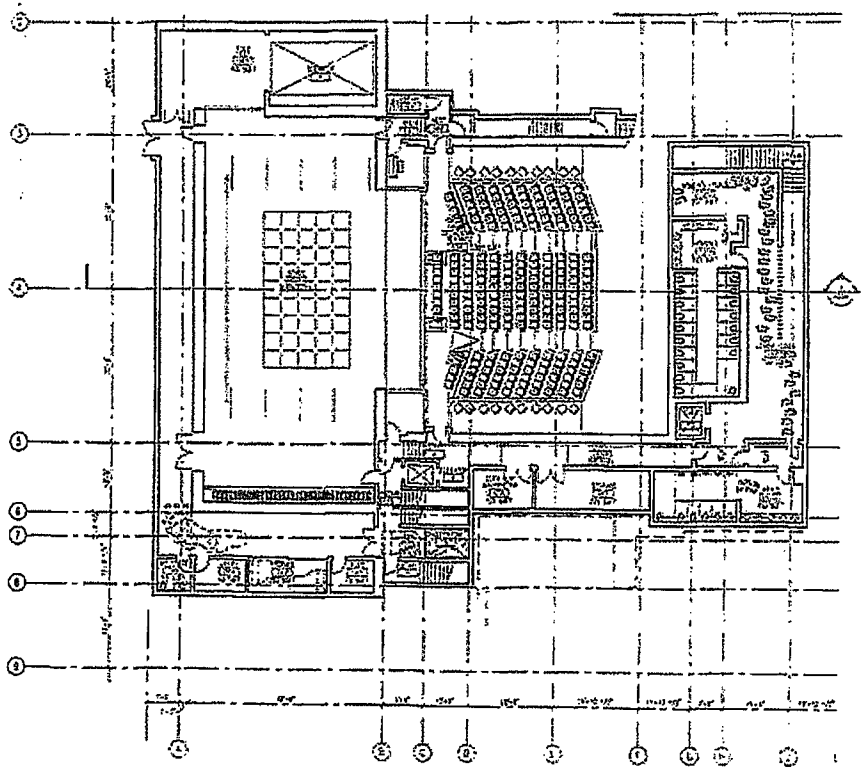
WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS - BEVERLY HILLS

BASEMENT PLAN

A-2.01

SPF:a





HISTORIC AREA

2 PIT / TRAP PLAN

1 ORCHESTRA SEATING

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS - BEVERLY HILLS

LOWER BASEMENT PLAN
PIT + ORCHESTRA SEATING

A-2.00

EXHIBIT "B"

WORK LETTER

This Work Letter is attached to and forms a part of that certain Amended and Restated Lease by and among the City of Beverly Hills, a municipal corporation, and Wallis Annenberg Center for the Performing Arts, a California nonprofit public benefit corporation, and (for the limited purposes described in the Amended and Restated Lease and this Work Letter) The Parking Authority of the City of Beverly Hills. Undefined capitalized terms used herein shall have the same meanings as set forth in the Amended and Restated Lease to which this Work Letter is attached as Exhibit "B" and of which this Work Letter forms a part. The purpose of this Work Letter is to set forth the terms and conditions relating to (i) Tenant's renovation of the Building, (ii) construction of the Theater, and (iii) construction of the landscaping and hardscaping of the balance of the Property (collectively, the "Renovation and Construction Work"), and (iv) the Parking Authority's construction of the Garage and the Offsite Improvements (as defined in Section 3.3 of the Lease).

1. Commencement and Phasing of Tenant's Work. The Renovation and Construction Work may, at the option of Tenant, be performed in two phases. One phase shall consist of the renovation and improvement work to the Building; the other phase shall consist of the construction of the Theater; however, the completion of the remaining site work on the Property, including the sculpture garden and the pedestrian walkway to Canon Drive, shall be included as part of the phase that is the second phase to be commenced. (Each phase may be referred to herein as a "Phase" and collectively as the "Phases.") Tenant shall not commence any Renovation and Construction Work for a Phase until: (i) the Funding Date (described in Section 4.1 below) for the applicable Phase has occurred; (ii) Tenant has delivered to City the evidence of Tenant's insurance described in this Lease; (iii) Tenant has delivered to City a copy of Tenant's GMAX or stipulated sum contract for the Renovation and Construction Work for the applicable Phase; (iv) Tenant has delivered to City copies of the payment and performance bonds described in Section 3.2 below for the applicable Phase, or if permitted by Section 3.2, a copy of the "Subguard" insurance described therein for the applicable Phase; and (v) the Parking Authority has approved the Construction Plans for the Renovation and Construction Work for the applicable Phase under Section 2.3 below. Tenant may commence and continue business operations in the Building or the new Theatre, respectively, provided: (i) if the operations are to commence in the new Theatre, the new Theatre and all site work on the Property have been Substantially Completed (as defined in Section 4.3 below), and if the operations are to commence in the Building, the Renovation and Construction Work to and for the Building shall have been Substantially Completed (as defined in Section 4.3 below); (ii) Tenant has obtained all necessary permits and the operations otherwise comply with all applicable laws; (iii) all mitigation measures applicable to such work or operations under the Environmental Impact Report for the applicable Renovation and Construction Work have been taken and/or satisfied, as applicable, including requirements relating to parking and traffic; and (v) Tenant is not in default under this Lease.

2. Plans and Specifications.

2.1 Attached hereto as Schedules 1 and 2, respectively, are conceptual plans for the Renovation and Construction Work and the Garage and Offsite Improvements. The Garage shall have the minimum specifications set forth in Schedule 3 attached hereto.

2.2 As soon as practicable, but in no event later than four (4) months after the Effective Date, Tenant shall submit to the City six (6) sets of schematic plans, outline specifications and construction cost estimates for the Renovation and Construction Work. As soon as practicable, but no later than six (6) months after the Effective Date, the Parking Authority shall submit to Tenant six (6) sets of schematic plans, outline specifications and construction cost estimates for the construction of the Garage and the Offsite Improvements (each of which shall be referred to herein as the "Schematic Plans"). The City shall have thirty (30) days within which to approve or disapprove the Schematic Plans submitted by Tenant, and Tenant shall have thirty (30) days within which to disapprove the Schematic Plans submitted by the Parking Authority on reasonable grounds; provided, however, that the Tenant's rights to disapprove the Parking Authority's Schematic Plans shall be limited to the portions of the Parking Authority's Schematic Plans that describe Garage improvements that are (a) within forty (40) feet of the Property, and within the Garage (but excluding vehicular ingress and egress equipment and improvements) and that materially and adversely affect the operation of the Theatre or the Renovation and Construction Work; (b) are immediately adjacent to and must be physically coordinated with the Renovation and Construction Work; or (c) improvements comprising the valet ramp. Notwithstanding the limited scope of Tenant's disapproval rights: (i) the Parking Authority shall discuss the design of the Garage with the Tenant regularly throughout the design process (however, the foregoing shall not be construed to expand the Tenant's disapproval rights or grant approval rights to the Tenant); and (ii) considering that the Garage entrance on southbound Santa Monica Boulevard (the "Garage Entrance") is located on the Premises being leased by Tenant, the Parking Authority shall not design or construct the Garage Entrance in a manner that materially and adversely affects the operation of the new Theatre (including the loading dock area for the new Theatre). All disapprovals shall be in writing, and shall set forth in detail the reasons for any disapproval and shall describe the specific portions of the plans that are being disapproved. Promptly following disapproval of proposed Schematic Plans, the party responsible for such Schematic Plans shall revise the same and resubmit for approval. The foregoing process shall be repeated as necessary until approval of the Schematic Plans in question.

2.3 Tenant and the Parking Authority shall each, as soon as practicable following approval of its respective Schematic Plans, but in no event later than twelve (12) months following such Schematic Plan approval, cause final plans, detailed specifications and an estimated budget for all work to be constructed, altered or modified as part of the Renovation and Construction Work and the Garage and Offsite Improvements construction, respectively (the "Construction Plans") and shall submit six (6) complete sets of the same to the other for approval. The Parking Authority shall have thirty (30) days within which to approve or disapprove the Construction Plans submitted

by Tenant, and Tenant shall have thirty (30) days within which to approve or disapprove the Construction Plans submitted by the Parking Authority. Tenant and the Parking Authority may disapprove said Construction Plans on the grounds that they do not reflect a natural evolution from or materially differ from the Schematic Plans; provided, however, that the Tenant's rights to disapprove the Parking Authority's Construction Plans shall be limited to the items described in Section 2.2(a), (b) and (c) above. All disapprovals shall be in writing, and shall set forth in detail the reasons for any disapproval. Promptly following disapproval of proposed Construction Plans, the party responsible for such Construction Plans shall revised the same and resubmit for approval. The foregoing process shall be repeated as necessary until approval of the Construction Plans in questions.

2.4 Tenant and the Parking Authority shall each provide, in its construction contract for the Renovation and Construction Work and for the Garage, respectively, that its contractor shall carefully review (and shall cause its subcontractors to carefully review) the other party's Schematic Plans and Construction Plans for the purpose of determining whether there are any errors, inconsistencies, discrepancies or omissions in the design documents for the Garage and the Construction and Renovation Work that could adversely affect the coordination, performance or completion of the Garage work and the Construction and Renovation Work, and shall promptly inform both the Parking Authority and the Tenant in writing thereof. Each party shall cause its architect and engineers to reasonably consult with the other party's architect and engineers to coordinate their respective plans with respect to improvements that need to be physically coordinated.

2.5 In the event that the party to whom proposed Schematic or Construction Plans have been submitted does not provide written disapproval of the same within thirty (30) days following such submittal, the proposed Schematic or Construction Plans shall be deemed disapproved.

2.6 The Parking Authority and City shall use good faith efforts to coordinate their review of each submittal by Tenant in order to expedite approval of Tenant's submittals.

3. Contractor; Construction and Architect's Contracts.

3.1 The Renovation and Construction Work and construction of the Garage and the Offsite Improvements shall be performed by a single contractor selected by Tenant and the Parking Authority (the "Contractor").

3.2 Tenant shall enter into a contract with Contractor for each Phase of the Renovation and Construction Work, and the Parking Authority shall enter into a contract with Contractor for the construction of the Garage and the Offsite Improvements (the "Contracts," and each, a "Contract"). All Contracts shall provide for construction schedules that conform to this Work Letter and shall be based on a stipulated sum or cost of the work with a guaranteed maximum price. Each Contract shall provide for insurance as required by this Lease, provide that all warranties, indemnities and insurance shall

inure to the benefit of both (a) the City and Parking Authority; and (b) Tenant, and shall provide for ten percent (10%) retention pending lien-free, stop notice free and claim free completion of construction. The Contract(s) for the Renovation and Construction Work shall give the City the right but not the obligation to assume Tenant's obligations and rights under that contract if Tenant should commit an Event of Default or should otherwise terminate this Lease, and shall provide for payment and performance bonds; provided that, in connection with the Tenant's Contract, Tenant may, in lieu of requiring and obtaining such bonds, elect to cause Contractor to purchase Subguard® subcontractor default insurance from Zurich or another similar coverage, provided that such subcontractor default insurance or similar coverage is acceptable in all respects to the Parking Authority representative described in Section 7.2 below as a replacement for payment and performance bonds.

3.3 Tenant hereby assigns and conveys to the City all right, title and interest of Tenant in, under and to any and all plans, specifications and working drawings prepared by Tenant's architect for or in connection with the Renovation and Construction Work; provided, however, that City hereby gives Tenant a license to use such plans, specifications and working drawings for the prosecution of the Renovation and Construction Work (and subsequent alterations and additions made in compliance with the terms of this Lease), which license shall be automatically revoked upon a termination of this Lease for any reason other than a default by the City. Concurrently with Tenant's execution of this Lease, Tenant shall execute and deliver to City an assignment of Tenant's architect's contract (in favor of City), and shall cause its architect to execute and deliver to City a reasonable consent to such assignment, in the forms attached to this Work Letter as Schedule 3.

4. Timing of Construction; Garage Financing Contingency.

4.1 As used herein, the term "Funding Date" shall mean the date on which Tenant has received, and provided to the City and Parking Authority evidence reasonably satisfactory to City of, sufficient Available Funds to pay for one hundred percent (100%) of the construction cost for the Renovation and Construction Work (which shall include the actual costs of the work plus a ten percent (10%) contingency); provided, however, that, if Tenant elects to perform the Renovation and Construction Work in Phases, then the Funding Date shall mean, for each Phase, (i) in the case of the first Phase commenced by Tenant, one hundred percent (100%) of the amount by which the Contract for the Renovation and Construction Work allocates the stipulated sum or guaranteed maximum price for that Phase (which must include a 10% contingency amount), and (ii) for each subsequent Phase commenced by Tenant, not less than one hundred percent (100%) of the amount by which the Contract for the Renovation and Construction Work allocates the stipulated sum or guaranteed maximum price for that Phase and all Phases previously commenced by Tenant (which must include a 10% contingency amount). Tenant's certification of Available Funds shall be to the City's reasonable satisfaction and shall set forth, if applicable, any restrictions with respect to turning over Available Funds to the City Non-Profit Organization pursuant to Section 3.3 or Section 17 of the Lease.

4.2 Tenant shall commence the Renovation and Construction Work with respect to the first Phase on or before the date that is twenty-two (22) calendar months after the Effective Date (the "Initial Deadline"); provided, however, that if the first Phase consists of the construction of the new Theatre (rather than the renovation of the Building), and the Parking Authority has not commenced construction of the Garage by the Initial Deadline, then the Initial Deadline shall be extended to the date on which the Parking Authority commences construction of the Garage. Upon Tenant's timely compliance with the Initial Deadline, Parking Authority's receipt of Tenant's Garage Contribution, and Tenant's approval of the portions of the Construction Plans for the Garage Work that Tenant has a right to approve, Parking Authority shall promptly commence the Garage work. Tenant must commence the Renovation and Construction Work for the second Phase by the date that is eighteen (18) months after the commencement of construction of the first Phase. Tenant must complete all Phases on or before the date that is fifty-eight (58) months after the Effective Date ("Completion Date"), as extended under Section 4.4 below. The deadlines in this Section 4.2 will be subject to extension for delays beyond the control of the party with the obligation for performance, including unreasonable delays in approving submissions by the other party, but excluding financial capacity but including delays caused by the other party's failure to comply with deadlines specified in this Work Letter ("Force Majeure Delays"). Once the Parking Authority has commenced the Garage work, the Parking Authority shall diligently prosecute the Garage Work and Offsite Improvements to completion subject to Force Majeure Delays. Once Tenant has commenced the Renovation and Construction Work for a Phase, Tenant shall diligently prosecute the same to completion subject to Force Majeure Delays. In no event shall Tenant commence Renovation and Construction Work prior to the applicable Funding Date for that work.

4.3 As used in this Work Letter, the term "Substantial Completion" shall mean that: (i) if necessary for occupancy and use of the applicable work and improvements, a certificate of occupancy shall have been issued for such work and improvements; (ii) the applicable work and improvements shall have been fully completed <u>except</u> for minor incomplete items and defects that do not materially and adversely affect the use of the applicable improvements for their intended use and, with the use of reasonable diligence, can be completed and corrected within ninety (90) days ("Punch List Items"). Upon Substantial Completion of any Phase or the Garage as applicable, the Parking Authority and Tenant shall complete and correct all applicable Punch List Items diligently, but not later than ninety (90) days after the applicable date of Substantial Completion.

4.4 If neither the Parking Authority nor the City has been able to issue bonds sufficient to finance the Parking Authority's anticipated costs of constructing the Garage and Offsite Improvements and which are exempt from state and federal taxation and have an interest rate less than 6.5%, then the Parking Authority may delay commencement of the construction of the Garage and Offsite Improvements until such bonds have been issued and the proceeds thereof are available to pay for the costs of constructing the Garage and the Offsite Improvements, and the Completion Date shall be extended by a period equal to the period of delay. However, if Tenant Substantially Completes any Phase of the Construction Work during the delay, then City shall use good

faith efforts to make available, in other City public parking garages in the vicinity of the Premises, public parking for Tenant's patrons on a first-come, first served basis at the public parking rate then applicable to such parking.

4.5 The City shall use good faith efforts to provide parking spaces reasonably necessary from time to time for the Renovation and Construction Work for construction workers of Tenant's contractor (at the applicable parking fees or charges payable for such parking spaces) within the City's Civic Center parking garage, any other parking facility within one thousand feet of the Property, and/or the Garage (once it is completed), provided that such parking spaces shall be limited to a maximum amount of one hundred and fifty (150) spaces until the Garage is completed and then there shall be no limit on the number of spaces for such purpose in the Garage (except the requirement that they be reasonably necessary for the Renovation and Construction Work). Until the earlier of the termination of this Lease for any reason or the completion of the Renovation and Construction Work, Tenant's contractor shall have the right to use the westerly parking lane on Crescent Drive between Santa Monica Boulevard and Santa Monica Boulevard South for reasonable construction staging for the Renovation and Construction Work; provided, however, that such construction staging rights shall be subject and subordinate to access requirements for public vehicular traffic.

5. Manner of Construction.

5.1 All work governed by this Work Letter shall be performed with due diligence and in a good and workmanlike manner. Tenant and the Parking Authority shall take all reasonable steps to minimize any damage, disruption or inconvenience caused by such work and make adequate provisions for the safety and convenience of all persons affected thereby. Tenant and the Parking Authority shall each be responsible for the payment of all costs and expenses associated with their respective work and shall indemnify, defend and hold the other harmless from and against all damages, costs, expenses, losses or claims arising out of or in connection with the performance of such work, except to the extent that such damages, costs, expenses, losses or claims are caused by the gross negligence or intentional misconduct of the other. Dust, noise and other effects of such work shall be controlled using accepted measures customarily imposed on projects in the City of Beverly Hills in order to control such deleterious effects associated with construction.

5.2 Any work to connect, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gas line, telephone conduit, or any other utility service shall be performed in a manner that minimizes interference with the provision of such services to other persons.

5.3 Tenant and the Parking Authority shall each erect and properly maintain at all times, as required by the conditions and time progress of work performed by or on its behalf all necessary safeguards for the protection of workers and the public.

5.4 All work shall be completed in substantial compliance with the approved Construction Plans and also in compliance with all applicable local, state and

federal laws and regulations. Tenant and the Parking Authority shall each have the sole responsibility for obtaining all necessary permits for their respective work and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

5.5 Representatives of Tenant and the Parking Authority shall, upon reasonable notice and at reasonable times, have the right of reasonable access to the other's job site without charges or fees, but at no cost or expense to the other, for the purpose of inspection of the construction work being performed. Such access shall be reasonably calculated to minimize interference with the other party's construction and/or operations. The other party shall have the right to have a representative present to accompany the representatives of the inspecting party in connection with such access. In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage, either party shall have the right to enter the other's job site immediately and without notice to or accompaniment by the other.

5.6 Upon completion of the Renovation and Construction Work, Tenant shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion with respect to the Renovation and Construction Work and Tenant shall deliver to the City, at no cost to the City, final as-built plans and specifications of the Renovation and Construction Work in digital format.

6. Payment of Tenant Garage Funds. Tenant shall pay the Tenant Garage Contribution and the Tenant Garage Specification Funds (described in Section 7 below) to the Parking Authority in four installments as follows: (i) ten percent (10%) shall be paid upon the commencement of Garage construction (as defined in Section 4.2 above); (ii) an additional twenty percent (20%) shall be paid on the date that is eight (8) months after the commencement of Garage construction; (iii) an additional forty percent (40%) shall be paid on the date that is sixteen (16) months after commencement of Garage construction; and (iv) the final thirty percent (30%) shall be paid upon Substantial Completion of the Garage and the Offsite Improvements. The Parking Authority shall use portions of the Garage Specification Funds from time to time, for the costs of designing and constructing the Tenant Garage Specification Work (described in Section 7 below).

7. Tenant Garage Specification Funds. In addition to Tenant's Garage Contribution, Tenant shall deposit with the Parking Authority in accordance with Section 6 above a sum equal to the costs (set forth separately in the Parking Authority's architect's agreement as estimated by architect, and set forth separately in the Parking Authority's construction contract for the Garage as a guaranteed maximum price line item that is consistent with the cost estimates approved by Tenant) of designing, construction and installing escalators (collectively, the "Tenant Garage Specification Work") together with a ten percent (10%) contingency amount (collectively, the "Garage Specification Funds"). The Parking Authority shall obtain and deliver to Tenant written estimates of such costs and Tenant shall have the right to review and reasonably disapprove the estimate in writing (providing all reasons for any disapproval) within fifteen (15) days after Parking Authority delivers the estimate to Tenant, and if Tenant

reasonably disapproves the estimated costs (and give the reasons for disapproval or proposes a change in the work in order to reduce costs), then the Parking Authority shall use good faith efforts to cause its contractor to reasonably reduce such costs based on Tenant's reasons for disapproval or changes in the Tenant Garage Specification Work, and the Parking Authority shall subsequently cooperate with Tenant in good faith to cause the Parking Authority's contractor to reasonably address Tenant's cost concerns until the date that is the earlier of: (i) sixty (60) days after the Parking Authority first submits the estimate to Tenant; or (ii) the date that is five (5) business days after the date on which Parking Authority informs Tenant in writing that the Parking Authority's construction contract is otherwise ready to be executed; however, in the event Tenant delivers to the Parking Authority, in writing, reasonable and specific changes to the Tenant Garage Specification Work within such five (5) business day period (in order to reduce costs), then Parking Authority shall use reasonable efforts to cause such changes to be made in the Parking Authority's Construction Contract.

8. Miscellaneous.

8.1 Tenant has designated Rodney Freeman of Freeman Group, Inc. as its representative with respect to the matters set forth in this Work Letter, who, until further notice to the City, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

8.2 The Parking Authority and the City have designated the Director of Project Administration as their representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to implement the terms of this Work Letter on behalf of the Parking Authority and the City.

8.3 The City, the Parking Authority and Tenant hereby agree that the Renovation and Construction Work and all Alterations constitutes "public works" under Section 1720 of the California Labor Code, et. seq., and any governmental regulations pertaining thereto (the "Prevailing Work Laws") and Tenant hereby agrees to pay prevailing wages in connection with the Renovation and Construction Work and any Alterations pursuant to the Prevailing Wage Laws and otherwise comply with the Prevailing Wage Laws in connection with the Renovation and Construction Work and any Alterations.

8.4 Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

Schedule 1 to Exhibit "B" (Work Letter)

Conceptual Plans for Construction and Renovation Work

The plans dated March 20, 2008 that were prepared by Studio Pali Fekete Architects and submitted to the City Council on October 14, 2008.

Schedule 2 to Exhibit "B" (Work Letter)

Conceptual Plans for Garage

That certain Schematic Design dated December 29, 2008 prepared by International Parkway Design, Inc. for the City Council meeting on January 6, 2009.

Schedule 3 to Exhibit "B" (Work Letter)

Form of Assignment of Architect's Agreement and Consent

(Attached.)

ASSIGNMENT OF ARCHITECT AGREEMENT

THIS ASSIGNMENT OF ARCHITECT AGREEMENT (this "Assignment") is made and entered into as of January ___, 2009 by and between the WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public corporation ("Assignor"), and the CITY OF BEVERLY HILLS, a municipal corporation ("Assignee").

FOR VALUE RECEIVED, as required under that certain Amended and Restated Lease (the "Lease") dated as of January __, 2009 by and among Assignor, Assignee and Parking Authority of the City of Beverly Hills, Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to that certain Architectural Services Agreement dated as of May 3, 2006 by and between SPF:architects (the "Architect") and Assignor (the "Agreement"). The foregoing assignment is made for the purpose of enabling Assignee to complete the design of the Construction and Renovation Work described in the Lease under the Agreement in the event Assignee desires Architect to complete work under the Agreement after: (i) Assignee terminates the Lease following a default thereunder by Assignor; or (iii) Assignor rejects the Lease in any bankruptcy proceeding by or against Assignor.

1. Assignor shall perform and discharge Assignor's obligations, covenants and agreements under the Agreement, and shall enforce the performance of each obligation, covenant, condition and agreement contained in the Agreement and to be performed by Architect.

2. If Assignor fails to do any act as herein provided promptly upon written demand by Assignee, and does not promptly cure such failure, then Assignee shall have the right, but not the obligation, without releasing Assignor from any obligation hereunder or under the Lease and without additional notice to or demand upon Assignor, to make such payment or to do such act in such manner and to such extent as may be necessary to prevent the termination of the Agreement by Architect. **IN THE EVENT ASSIGNEE MAKES ANY SUCH PAYMENT OR TAKES ANY SUCH ACTION, ASSIGNOR SHALL, UPON WRITTEN DEMAND OF ASSIGNEE, REIMBURSE ASSIGNEE FOR THE AMOUNT OF ANY SUCH PAYMENT AND/OR THE COSTS AND EXPENSES INCURRED BY ASSIGNEE IN TAKING SUCH ACTION, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND BY ASSIGNEE AS ADDITIONAL RENT UNDER THE LEASE.**

3. Assignor shall have, and Assignee hereby grants to Assignor, the license and right to exercise all of Assignor's rights under the Agreement unless and until: (i) Assignee terminates the Lease following a default thereunder by Assignor; or (ii) the Lease is rejected in any bankruptcy proceeding by or against Assignor. Upon the occurrence of such a termination or rejection, Assignee may, at its option, by written notice to Architect, exercise Assignee's rights under this Assignment, and upon giving such notice to Architect, Assignee shall have all of the rights of Assignor under the Agreement, including without limitation the right to give and receive copies of all notices and other

instruments or communications, and the right to cure or take action with respect to any default under the Agreement, and Assignee shall be deemed to have assumed the obligations of Assignor under the Agreement arising after the date of Assignee's written notice to Architect.

4. Any notices, requests and demands to be made hereunder shall be in writing and shall be delivered in the manner by which notices, requests and demands are to be delivered or given under the Lease.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Assignor hereby represents to Architect that Assignor has assigned and conveyed to the City all right, title and interest of Assignor in the Plans and Specifications.

7. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California without giving effect to conflict of laws principles or rules.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

CITY OF BEVERLY HILLS

By:_____
Barry Brucker, Mayor

ATTEST:

_____
City Clerk

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation

By: _____
Bram Goldsmith
Chairman

By: _____
Ronald D.Rosen
Secretary

CONSENT TO ASSIGNMENT AND AGREEMENT TO GIVE NOTICES

Architect hereby consents to the foregoing Assignment, and agrees for the benefit of Assignee as follows:

1. ARCHITECT WILL, AT THE SAME TIME IT GIVES ANY WRITTEN NOTICE TO ASSIGNOR OF (I) ANY SUSPENSION OF WORK UNDER THE AGREEMENT; (II) ANY DEFAULT BY ASSIGNOR UNDER THE AGREEMENT, OR (III) ANY TERMINATION OF THE AGREEMENT, SEND A COPY OF SUCH WRITTEN NOTICE TO ASSIGNEE, BY THE MANNER AND MEANS PROVIDED FOR THE GIVING OF NOTICES UNDER THE AGREEMENT, ADDRESSED TO:

To Parking Authority:

City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210
Attn: _____

with copy to:

City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210
Attn: City Attorney

2. ASSIGNEE SHALL HAVE THIRTY (30) DAYS FROM ASSIGNEE'S RECEIPT OF AND SUCH NOTICE TO CURE ANY DEFAULT BY ASSIGNOR; PROVIDED, HOWEVER, THAT IN THE EVENT ANY SUCH CURE CANNOT REASONABLY BE COMPLETED BY ASSIGNEE WITHIN SUCH THIRTY (30) DAY PERIOD, THEN, SO LONG AS ASSIGNEE COMMENCES THE CURE WITHIN SUCH 30-DAY PERIOD AND THEREAFTER DILIGENTLY PURSUES THE CURE TO COMPLETION, ASSIGNEE SHALL HAVE SUCH ADDITIONAL PERIOD OF TIME TO COMPLETE SUCH ACTION AS IS REASONABLY REQUIRED BY ASSIGNEE. NOTHING HEREIN SHALL REQUIRE ASSIGNEE TO TAKE ANY SUCH ACTION.

3. Architect hereby acknowledges that Assignor owns the Plans and Specifications, and (based on Assignor's representation to that effect in the forgoing Assignment) that Assignor has assigned and conveyed the Plans and Specifications to Assignee.

4. If the contemplated event of this assignment occurs, Architect shall render the basic services set forth in the Agreement to Assignee on the same terms as set forth in the Agreement; provided, however, that, if, following such assignment, Assignee requires services that vary from the basic services set forth in the Agreement by reason of changes in scope, Architect reserves the right to evaluate the impact of such variance and shall have the right to equitably adjust its fee based upon the hourly rates contemplated in the Agreement. Without limiting the foregoing, such adjustment will be appropriate to cover additional meetings, re-orienting the new client to the details of the project, increased project representation and reporting and additional new user requirements. Such additional services shall be performed on an hourly basis based on the rates set forth in the Agreement.

This Consent to Assignment is made as of _____, 2009.

ARCHITECT:

SPF:architects

By: _____
Zoltan E. Pali, Principal

Exhibit 3

(form of Mortgage)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
_____
_____
Attn: _____

DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") is made as of _____, 2011, by Wallis Annenberg Center for the Performing Arts, a California nonprofit public benefit corporation, as trustor ("Trustor"), to Chicago Title Insurance Company, as trustee ("Trustee"), for the benefit of Center for Performing Arts Finance Company, LLC, a Delaware limited liability company, as beneficiary ("Beneficiary").

This Deed of Trust constitutes a fixture filing under Section 9502(c) of the California Uniform Commercial Code covering any Property which now is or later may become a fixture attached to the Land or Improvements.

1. LIEN. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"): (a) the real property located in the County of Los Angeles, State of California, as described in Exhibit A hereto (the "Land"), including without limitation, all rights, title and interests of the tenant ("Leasehold") under that certain Amended and Restated Lease dated January 22, 2009, among City of Beverly Hills, a municipal corporation, and The Parking Authority of the City of Beverly Hills, a parking authority established pursuant to the Parking Law of 1949 of the State of California (collectively, the "Landlord Parties") and Trustor, a memorandum of which was recorded on March 4, 2009, as Instrument No. 20090309057 in the Official Records of Los Angeles County, California ("Ground Lease"); (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements"); (c) all easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all

minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land; (d) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing; (e) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and (f) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. SECURED OBLIGATIONS. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose: (a) payment and performance of all obligations Trustor to Beneficiary arising under the following instrument(s) or agreement(s) (collectively, the "Loan Documents"): (i) that certain Reimbursement Agreement dated as of even date herewith between Trustor and Beneficiary (as amended, "Reimbursement Agreement") which provides for reimbursement obligations in the principal amount of $_____, plus interest thereon, and other obligations described therein; (ii) this Deed of Trust; (iii) the other "Loan Documents" described in the Reimbursement Agreement; and (iv) all amendments, supplements, renewals and restatements of any of the foregoing requested by Beneficiary; and (b) payment and performance of all future advances and other obligations that Trustor (or any successor in interest to Trustor) may agree to pay and/or perform to or for the benefit of Beneficiary, when a writing signed by Trustor (or any successor in interest to Trustor) evidences said parties' agreement that such advance or obligation be secured by this Deed of Trust. Notwithstanding anything to the contrary, this Deed of Trust does not secure any obligation which expressly states that it is unsecured or not secured by this Deed of Trust, whether contained in the foregoing Loan Documents or in any other document, agreement or instrument. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Loan Documents described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Loan Documents which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

3. ASSIGNMENT OF RENTS. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Beneficiary the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Trustor as bonus or royalty payments, and any damages or other compensation payable to Trustor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. This Section 3 constitutes an absolute assignment, not an assignment for security only. Grant of License. Notwithstanding the provisions of Paragraph 3, Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of the security for the Secured Obligations.

4. SECURITY INTEREST. Trustor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Trustor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"): (a) all tangible personal property of every kind and description, whether stored on the Land or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Land or the maintenance of the Land and the Improvements, or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (b) all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Land or the Improvements; (c) all general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them; (d) all deposit accounts from which Trustor may from time to time authorize Beneficiary to debit payments due on the Secured Obligations; (e) all substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Title. Trustor represents and warrants that Trustor lawfully possesses and holds the Leasehold and fee simple title to all Improvements constructed after the date of this Deed of Trust.

5.2 Taxes, Liens and Encumbrances. Trustor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust.

5.3 Insurance and Condemnation Proceeds. (a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"): (i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; (ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it; (iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and (iv) all interest which may accrue on any of the foregoing. (b) Trustor shall immediately notify Beneficiary in writing if: (i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such

damage, injury or loss is commenced; or (ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property. If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance. (c) All proceeds of the Claims assigned to Beneficiary under this Paragraph shall be paid to Beneficiary. In each instance, Beneficiary shall apply those proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees. Trustor further authorizes Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Beneficiary may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Trustor. If any proceeds are released to Trustor, neither Beneficiary nor Trustee shall be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Beneficiary to be used to reimburse Trustor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of the proceeds on Beneficiary's approval of such plans and specifications prepared by an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require.

5.4 Insurance. Trustor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Beneficiary in its reasonable judgment. At Beneficiary's request, Trustor shall provide Beneficiary with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Beneficiary, and shall be written only by companies approved by Beneficiary. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Beneficiary.

5.5 Maintenance. Trustor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Trustor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Beneficiary's express prior written consent in each instance. If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Beneficiary agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 5.3. Trustor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property or any part of it under this Deed of Trust. Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value. Trustor shall observe and perform all obligations of Trustor under the Ground Lease and shall refrain from taking any actions

prohibited by any of the foregoing. Trustor shall preserve and protect the Leasehold and the Ground Lease and their value.

5.6 Authority. Without affecting the personal liability of any person, including Trustor, for the payment of the Secured Obligations or the lien of this Deed of Trust on the remainder of the Property for the unpaid amount of the Secured Obligations, Beneficiary and Trustee are respectively empowered as follows: (a) Beneficiary may from time to time and without notice: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations; and (b) Trustee may perform any of the following acts when requested to do so by Beneficiary in writing: (i) consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or (iv) reconvey the Property or any part of it without any warranty.

5.7 Reconveyance. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

5.8 Reimbursement. Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses which may be incurred in rendering any such services. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee to protect or preserve the Property or to enforce any terms of this Deed of Trust, including the exercise of any rights or remedies afforded to Beneficiary or Trustee or both of them under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title. Trustor shall pay all obligations arising under this Paragraph immediately upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification. (a) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) Beneficiary's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property; (iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or (v) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in operating or managing the Property upon exercise of the rights or remedies afforded Beneficiary under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or

imposed upon Beneficiary. (b) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Trustor to perform any of its obligations. This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

5.10 Preservation. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county where the Property is situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

5.12 Hazardous Substances. Before signing this Deed of Trust, Trustor researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Trustor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Trustor has disclosed to Beneficiary in writing. Trustor further represents and warrants that Trustor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Trustor shall promptly, at Trustor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Trustor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

5.13 Site Visits. Beneficiary and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Trustor, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Trustor shall reimburse Beneficiary on demand for the costs of any such environmental investigation and testing. Beneficiary will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Trustor's use of the Property. Beneficiary is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Beneficiary will be solely for the purposes of protecting Beneficiary's security and preserving Beneficiary's rights under this Deed of Trust. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Trustor; (ii) impose any liability on Beneficiary; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or

completeness). In the event Beneficiary has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Trustor or any other party, Trustor authorizes Beneficiary to make such a disclosure. Beneficiary may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Beneficiary's judgment. Trustor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Trustor by Beneficiary or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Trustor) by Trustor without advice or assistance from Beneficiary.

6. DUE ON SALE OR ENCUMBRANCE; DEFAULT AND REMEDIES.

6.1 Due on Sale or Encumbrance. Trustor agrees that Trustor shall not make, cause, permit or suffer any Prohibited Transfer, without the prior written consent of Beneficiary. Beneficiary may withhold such consent in its sole and absolute discretion. If any Prohibited Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Paragraph 6.3 of this Deed of Trust. "Prohibited Transfer " means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Trustor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. " Prohibited Transfer" also means any transfer, issuance or retirement of any ownership or membership interest in Trustor, dissolution, termination, merger or reorganization of Trustor, or withdrawal or removal of any manager, managing member or general partner of Trustor.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Trustor fails to make any payment, when due, under the Loan Documents (after giving effect to any applicable contractual grace period), or any other default or Event of Default occurs under or as defined in the Loan Documents or in any other instrument or agreement evidencing any of the Secured Obligations; (b) Trustor fails to make any payment or perform any obligation which arises under this Deed of Trust; (c) Trustor makes, causes, permits or suffers the occurrence of an Prohibited Transfer in violation of Paragraph 6.1; (d) any representation or warranty made in connection with this Deed of Trust or the Secured Obligations proves to have been false or misleading in any material respect when made; (e) any default occurs under any other deed of trust on all or any part of the Property, or under any obligation secured by such deed of trust, whether such deed of trust is prior to or subordinate to this Deed of Trust; or (f) any default by Trustor occurs under the Ground Lease; any event or circumstance occurs or exists which gives the landlord under the Ground Lease a right to terminate the Ground Lease; or receipt by Beneficiary of any notice of default under or notice of termination of the Ground Lease.

6.3 Remedies. At any time after the occurrence of an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law (all of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies): (a) Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately; (b) Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property; (c) Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Trustor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of

the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Trustor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments. Trustor agrees to deliver to Beneficiary all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Beneficiary in order to enable Beneficiary to exercise its rights under this Paragraph; (d) either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted hereunder either with or without giving notice to any person; (e) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust; (f) Beneficiary may cause the Property which consists solely of real property to be sold by Trustee as permitted by applicable law. Before any such trustee's sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the Property, either as a whole or in separate parcels, and in such order as Trustee may determine, at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any trustee's sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any trustee's sale by public announcement at the time and place noticed for that sale. At any trustee's sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Any person, including Trustor, Trustee or Beneficiary, may purchase at the trustee's sale. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any trustee's sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it. (g) Beneficiary may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Trustee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties. Alternatively, Beneficiary may choose to dispose of some or all of the Property, in any combination consisting of both personal property and real property, in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code. Trustor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property.

6.4 Application of Sale Proceeds and Rents. (a) Beneficiary and Trustee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be

remitted to the person or persons entitled thereto. (b) Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Beneficiary may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Beneficiary shall have no liability for any funds which it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 Leasehold. Exhibit B attached hereto is incorporated herein by this reference. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

7.2 No Waiver. Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Deed of Trust; or prejudice Beneficiary, Trustee or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust: (i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property; (ii) Beneficiary collects and applies Rents, either with or without taking possession of all or any part of the Property; (iii) Beneficiary receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under this Deed of Trust; (iv) Beneficiary makes a site visit, observes the Property and/or conducts tests thereon; (v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations; (vi) Beneficiary, Trustee or any receiver performs any act which it is empowered or authorized to perform under this Deed of Trust or invokes any right or remedy provided under this Deed of Trust.

7.3 Powers of Beneficiary and Trustee. (a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense. (b) Beneficiary may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust. (c) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing these rights and remedies.

7.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.5 Interpretation. Section headings are for convenience of reference only, and shall not be used to interpret this Deed of Trust. Whenever the context requires, all words used in the

singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.6 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

7.7 Applicable Law. This Deed of Trust shall be governed by California law.

7.8 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust, including any rights provided by California Civil Code Sections 2899 and 3433, as such Sections may be amended from time to time. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.9 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as secured party under the Uniform Commercial Code.

Addresses for Notices to Trustor:

_____

_____

_____

Address for Notices to Beneficiary:

_____

_____

_____

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

Wallis Annenberg Center for the Performing Arts,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, 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 is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A
(Legal Description)

EXHIBIT "A"

PROPERTY DESCRIPTION

THE LAND LYING AND BEING IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PACIFIC ELECTRIC RAILWAY COMPANY RIGHT OF WAY (HOLLYWOOD DIVISION) AS GRANTED BY DEED RECORDED IN BOOK 2940 PAGE 77 OF DEEDS, RECORDS OF SAID COUNTY, WITH A LINE DISTANT 10 FEET MEASURED NORTHEASTERLY FROM AND AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF CANON DRIVE SHOWN ON TRACT BEVERLY, RECORDED IN BOOK 11 PAGE 94 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 312.10 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF CRESCENT DRIVE; THENCE SOUTH 39 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF CRESCENT DRIVE, A DISTANCE OF 275.68 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 135 FEET MEASURED NORTHERLY AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF BURTON WAY AS SAID BURTON WAY IS SHOWN ON THE MAP OF SAID TRACT BEVERLY; THENCE BEARING SOUTH 89 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 167.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 894.95 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 216.75 FEET TO A POINT IN A LINE, SAID LINE BEING DISTANT 10 FEET MEASURED NORTHEASTERLY FROM AND AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF CANON DRIVE; THENCE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 53.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; AND

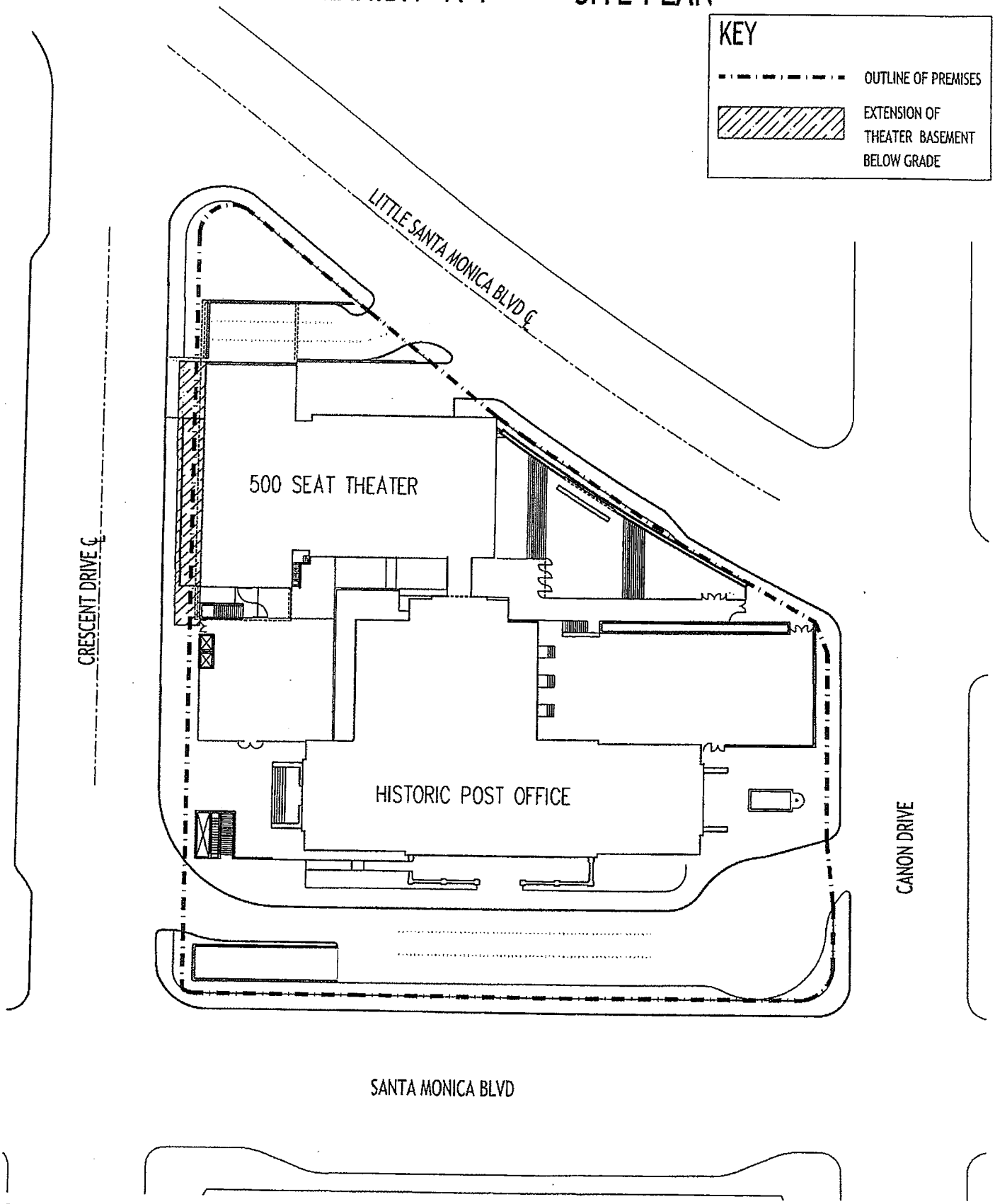
THAT CERTAIN 35 FOOT STRIP OF LAND BEING A PORTION OF LOT "A" OF RANCHO RODEO OF LAS AGUAS, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107 PAGES 210 TO 212 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN FINAL DECREE ON CONDEMNATION RECORDED MARCH 21, 1896 AS INSTRUMENT NO. 38 IN BOOK 1084, PAGE 133 OF DEEDS IN THE RECORDERS OFFICE OF SAID COUNTY BOUNDED NORTHEASTERLY BY THE SOUTHWESTERLY LINE OF CRESCENT DRIVE, 80 FEET WIDE, AS DESCRIBED IN ORDINANCE NO. 323 RECORDED NOVEMBER 24, 1931 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF CANON DRIVE, 84 FEET WIDE, AS DESCRIBED IN ORDINANCE NO. 351 RECORDED SEPTEMBER 27, 1932 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHWESTERLY 2 FEET AND THE SOUTHEASTERLY 2 FEET OF SAID 35 FOOT STRIP OF LAND.

EXHIBIT "A-1"

SITE PLAN

EXHIBIT "A-1" SITE PLAN



SITE PLAN (PREMISES)

SCALE: NOT TO SCALE

NOTE: INTENT FOR OUTLINE OF PREMISES TO REFLECT THE INSIDE OF SIDEWALK (I.E. NON-STREET EDGE OF SIDEWALK).

EXHIBIT B
(Leasehold Provisions)

The provisions of this Exhibit relate to the Ground Lease and the Leasehold described in Section 1 of this Deed of Trust.

1. Trustor shall timely perform its obligations in connection with the Ground Lease. Without limiting the generality of the other provisions of this Deed of Trust, Trustor specifically acknowledges Beneficiary's right, while any default by Trustor under the Ground Lease remains uncured, to perform the defaulted obligations and take all other actions which Beneficiary reasonably deems necessary to protect its interests with respect thereto, and Trustor hereby irrevocably appoints Beneficiary its true and lawful attorney-in-fact in its name or otherwise to execute all documents, and perform all other acts, which Beneficiary reasonably deems necessary to preserve its or Trustor's rights with respect to the Leasehold.

2. Trustor shall not, without Beneficiary's prior written consent, modify, or cause or permit the termination of, the Ground Lease, or waive or in any way release the landlord under the Ground Lease of any obligation or condition.

3. Trustor shall notify Beneficiary promptly in writing of (i) the occurrence of any material default by the landlord under the Ground Lease and (ii) the receipt by Trustor of any notice claiming the occurrence of any default by Trustor under the Ground Lease or the occurrence of any event which, with the passage of time or the giving of notice or both, would constitute a default by Trustor under the Ground Lease (and Trustor shall also promptly deliver a copy of any such notice to Beneficiary).

4. Unless Beneficiary otherwise consents in writing, so long as any Secured Obligation remains outstanding, neither the fee title to, nor any other estate or interest in, the real property subject to the Ground Lease shall merge with the Leasehold, notwithstanding the union of such estates in the landlord or the tenant or in a third party. Any acquisition of the landlord's interest in the Ground Lease by Trustor or any affiliate of Trustor shall be accomplished in such a manner as to avoid a merger of the interests of landlord and tenant unless Beneficiary consents to such merger in writing.

5. Without limiting the generality of Article 1 of this Deed of Trust, if Trustor acquires fee title to any portion of the real property subject to the Ground Lease, this Deed of Trust shall automatically be a lien on such fee title or rights, title and interests, as the case may be.

6. Trustor shall not subordinate the Ground Lease or Leasehold to any deed of trust or other encumbrance of, or lien on, any interest in the real property subject to such Leasehold without the prior written consent of Beneficiary. Any such subordination without such consent shall, at Beneficiary's option, be void.

7. Trustor shall exercise any option or right to renew or extend the term of the Ground Lease at least six months prior to the date of termination of any such option or right, shall give immediate written notice thereof to Beneficiary, and shall execute, deliver and record any documents requested by Beneficiary to evidence the lien of this Deed of Trust on such extended or renewed lease term. If Trustor fails to exercise any such option or right as required herein, Beneficiary may exercise the option or right as Trustor's agent and attorney-in-fact pursuant to this Deed of Trust, or in Beneficiary's own name or in the name of and on behalf of a nominee of Beneficiary, as Beneficiary chooses in its absolute discretion.

8. Promptly upon demand by Beneficiary, Trustor shall use reasonable efforts to obtain from the other party to the Ground Lease and furnish to Beneficiary an estoppel certificate of such other party stating the date through which rent has been paid, whether or not there are any defaults, and the specific nature of any claimed defaults.

9. Trustor shall notify Beneficiary promptly in writing of any request by either party to the Ground Lease for arbitration, appraisal or other proceedings relating to the Ground Lease, and of the institution of any such proceeding, and shall promptly deliver to Beneficiary a copy of all determinations in any such proceeding. Beneficiary shall have the right, following written notice to Trustor, to participate in any such proceeding in association with Trustor or on its own behalf as an interested party. Trustor shall notify Beneficiary promptly in writing of the institution of any legal proceeding involving obligations under the Ground Lease, and Beneficiary may intervene in any such legal proceeding and be made a party. Trustor shall promptly provide Beneficiary with a copy of any decision rendered in connection with any such proceeding.

10. To the extent permitted by law, the price payable by Trustor or any other party in the exercise of the right of redemption, if any, from any sale under, or decree of foreclosure of, this Deed of Trust shall include all rents and other amounts paid and other sums advanced by Beneficiary on behalf of Trustor as the tenant under the Ground Lease.

11. Notwithstanding anything to the contrary contained herein with respect to the Ground Lease:

(a) The lien of this Deed of Trust attaches to all of Trustor's rights under Subsection 365(h) of U.S.C. §§ 101 et seq., as modified and/or recodified from time to time (the "Bankruptcy Code"), including without limitation any and all elections to be made thereunder, any and all rights under the Ground Lease which Trustor is entitled to retain pursuant to 11 U.S.C. § 365(h)(1)(A)(ii) in the event of a rejection under the Bankruptcy Code of the Ground Lease by the landlord thereunder (or any trustee thereof), and any and all rights of offset under or as described in 11 U.S.C. § 365(h)(1)(B).

(b) Trustor acknowledges and agrees that, as the beneficiary under this Deed of Trust and by operation of 11 U.S.C. § 365(h)(1)(D), Beneficiary has, and until this Deed of Trust has been fully reconveyed continuously shall have, whether before or after any default under any of the Secured Obligations or the taking of any action to enforce any of Beneficiary's rights and remedies under this Deed of Trust or any foreclosure sale hereunder, the complete, unfettered and exclusive right, in its sole and absolute discretion, to elect (the "365(h) Election") whether (i) the Ground Lease that has been rejected under the Bankruptcy Code by the landlord thereunder (or any trustee therefor) shall be treated as terminated under 11 U.S.C. § 365(h)(1)(A)(i), or (ii) the rights under the Ground Lease that are in or appurtenant to the real property, as described in 11 U.S.C. § 365(h)(1)(A)(ii), should be retained pursuant to that subsection. To the extent that, notwithstanding the preceding sentence and 11 U.S.C. § 365(h)(1)(D), Trustor now or at any time in the future has any right to make, or to participate in or otherwise in any manner affect the making of, the 365(h) Election with respect to the Ground Lease, Trustor hereby absolutely assigns and conveys to Beneficiary any and all such rights, and all of Trustor's right, title, and interest therein, which may be used and exercised by Beneficiary completely, exclusively, and without any restriction whatsoever, in Beneficiary's sole and absolute discretion, whether before or after any default upon any of the Secured Obligations, the taking of any action to enforce any of Beneficiary's rights and remedies under this Deed of Trust, or any foreclosure sale hereunder. Trustor hereby unconditionally and irrevocably appoints Beneficiary as its attorney-in-fact to exercise Trustor's right, if any, to make, or participate in or otherwise in any matter affect the making of, the 365(h) Election with respect to the Ground Lease. Trustor shall not in any manner impede or interfere with any action taken by Beneficiary and, at the request of Beneficiary, Trustor shall take or join in the taking of any action to make, or participate in or otherwise in any manner affect the making of, the 365(h) Election with respect to the Ground Lease, in such manner as Beneficiary determines in its sole and absolute discretion. Unless and until instructed to do so by Beneficiary (as determined by Beneficiary in its sole and absolute discretion), Trustor shall not take any action to make, or participate in or otherwise in any manner affect the making of, the 365(h) Election with respect to the Ground Lease, including in particular, but without limitation, any election to treat the Ground Lease as terminated. Beneficiary shall have no obligation whatsoever to Trustor or any other person or entity in connection with the making of the 365(h) Election with respect to the Ground Lease or any instruction by Beneficiary to Trustor given, withheld or delayed in respect thereof, nor shall Beneficiary have any liability to Trustor or any other person or entity arising from any of the same.

(c) As security for the Secured Obligations, Trustor hereby irrevocably assigns to Beneficiary all of Trustor's rights to damages arising from any rejection by any landlord (or any trustee thereof) of the Ground Lease under the Bankruptcy Code. Beneficiary and Trustor shall proceed jointly or in the name of Trustor in respect of any claim or proceeding relating to the rejection of the Ground Lease, including without limitation the right to file and prosecute any proofs of claim, complaints, motions and other documents in any case in respect of such landlord under the Bankruptcy Code. This assignment shall continue in effect until all of the Secured Obligations have been satisfied in full. Any amounts received by Beneficiary or Trustor as damages arising from the rejection of the Ground Lease as aforesaid shall be applied first to all costs reasonably incurred by Beneficiary (including attorneys' fees) in connection with this subsection (c) and then in accordance with other applicable provisions of this Deed of Trust.

(d) If, pursuant to the Bankruptcy Code, Trustor seeks to offset against the rent reserved in the Ground Lease the amount of any damages caused by the nonperformance of the landlord's obligations after the rejection by the landlord (or any trustee thereof) of the Ground Lease, Trustor shall, prior to effecting such offset, notify Beneficiary in writing of its intent to do so, setting forth the amounts proposed to be offset and, in the event that Beneficiary objects, Trustor shall not effect any offset of the amounts to which Beneficiary objects. If Beneficiary fails to object within 10 days following receipt of such notice, Trustor may offset the amounts set forth in Trustor's notice.

(e) If any legal proceeding is commenced with respect to the Ground Lease in connection with any case under the Bankruptcy Code, Beneficiary and Trustor shall cooperatively conduct any such proceeding with counsel reasonably agreed upon between Trustor and Beneficiary. Trustor shall, upon demand, pay to Beneficiary all costs (including attorneys' fees) reasonably incurred by Beneficiary in connection with any such proceeding.

(f) Trustor shall immediately notify Beneficiary orally upon learning of any filing by or against any landlord under the Ground Lease of a petition under the Bankruptcy Code. Trustor shall thereafter promptly give written notice of such filing to Beneficiary, setting forth any information available to Trustor with respect to the date of such filing, the court in which such petition was filed, and the relief sought therein. Trustor shall promptly deliver to Beneficiary all notices, pleadings and other documents received by Trustor in connection with any such proceeding.

12. Trustor shall promptly notify the applicable landlord in writing, in accordance with Section 25359.7 of the California Health and Safety Code and any successor and/or similar statutes (and shall simultaneously notify Beneficiary in writing), in the event that Trustor knows or has cause to believe that any Hazardous Material has come to be located on or beneath the property leased under the Ground Lease.

13. The generality of the provisions of this Deed of Trust shall not be limited by any provision of this Exhibit that sets forth particular obligations of Trustor as the tenant under the Ground Lease.

14. Trustor hereby represents and warrants to Beneficiary, with respect to the Ground Lease, as follows: (a) the Ground Lease is in full force and effect, without modification or supplement; (b) Trustor owns the entire tenant's interest under the Ground Lease and has the right under the Ground Lease to execute this Deed of Trust; and (c) no default under the Ground Lease remains uncured, nor has any event occurred which, with the passage of time or service of notice or both, would constitute such a default.