



AGENDA REPORT

Meeting Date: August 31, 2010
Item Number: G-14
To: Honorable Mayor and City Council
From: Brenda Lavender, Real Estate & Property Manager
Subject: STORAGE SPACE LEASE AND MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND YOUNG ISRAEL OF NORTH BEVERLY HILLS
Attachments: 1. Storage Space Lease
2. Memorandum of Lease

RECOMMENDATION

It is recommended that City Council approve the Storage Space Lease and Memorandum of Lease by and between the City of Beverly Hills and the Young Israel of North Beverly Hills. A copy of the lease is on file with the City Clerk.

INTRODUCTION

Young Israel is leasing storage space in the Civic Center parking structure. The storage room is approximately 132 SF and is located on the second floor of the parking structure. Young Israel is leasing this space as interim storage space during the renovation of their current location. Young Israel currently rents library space for congregation and services. This space will not affect existing parking space and access thereto.

DISCUSSION

The lease term is two (2) at \$300 monthly. Both parties have the right to terminate lease with 30 days notice. The space use is storage of paper goods only; no assembly is allowed in this space.

FISCAL IMPACT

There is no out of pocket expense to the City for this lease. The annual revenue for this lease is \$3,600.


Scott G. Miller, Director of
Administrative Services, CFO
Approved By

Attachment 1

Storage Space Lease

STORAGE SPACE LEASE

by and between

CITY OF BEVERLY HILLS,
a municipal corporation,
as landlord

AND

YOUNG ISRAEL OF NORTH BEVERLY HILLS,
a California corporation,
as tenant

STORAGE SPACE LEASE

THIS STORAGE SPACE LEASE ("Lease") is dated as of _____, 2010 (the "Effective Date"), and as entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City"), and YOUNG ISRAEL OF NORTH BEVERLY HILLS, a California corporation ("Tenant").

AGREEMENT

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 hereby agree as follows:

1. Lease of Premises.

1.1. Lease. For and in consideration of the covenants and conditions set forth in this Lease, the City hereby leases the space described on Exhibit "A" (the "Premises") to Tenant, and Tenant leases the Premises from the City, on the terms and conditions stated in this Lease. The Premises are located on the second floor of the parking structure at 450 North Rexford Drive, Beverly Hills, California (the "Property").

1.2. Condition. Tenant is not relying on any representation or warranty of any kind whatsoever, express or implied, from the City or its agents or employees as to any matters concerning the Premises or Property, and is leasing the Premises on an "as is" basis.

2. Term.

2.1. Term and Commencement Date. The term shall commence on the date hereof and shall expire on July 8, 2012; provided, however, that either party may terminate this Lease upon thirty (30) days' prior written notice to the other.

3. Rent.

3.1. Basic Rent and Rent. Tenant shall pay to the City as rent ("Basic Rent"), during the term of this Lease, the sum of Three Hundred and No/100 Dollars (\$300.00) per month, payable in advance on the first business day of each calendar month, without prior demand, and without offset or deduction. All amounts to be paid shall constitute "Rent" hereunder.

3.2. Taxes.

3.2.1. Payment of Taxes. As additional Rent, Tenant shall pay directly to the appropriate taxing authorities (under applicable Law), prior to delinquency, all possessory interest taxes and all other taxes, levied or assessed upon or against Tenant's interest in the Property (collectively "Taxes").

3.3. Place for Payment. Basic Rent and any other Rent payable to the City shall be paid to the City at 455 North Rexford Drive, Beverly Hills, California 90210, Attention: Cashier's Office.

4. Use. Tenant shall use the Premises solely for storage purposes in compliance with applicable law and for no other use or purpose; notwithstanding the foregoing, Tenant shall not store any Hazardous Materials in the Premises (as defined in Section 11.1.2 below).

5. Improvements. Tenant shall not make any improvements or alterations to the Premises without the prior written consent of Landlord.

6. Maintenance.

6.1. Maintenance of Property. Tenant shall, at Tenant's sole cost and expense, maintain and operate the Premises and every part thereof, in good, neat, clean and attractive condition and repair, ordinary wear and tear excepted.

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

6.3. Nuisance. Tenant shall not conduct or permit to be conducted any private or public nuisance on or about the Premises, nor commit any waste thereon. No rubbish, trash, waste, residue, or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Premises, except in appropriate receptacles intended for such purposes, nor shall any portion of the Premises be maintained so as to create a fire hazard or unsanitary, unsightly, offensive, or detrimental condition.

7. Indemnity and Exculpation; Insurance.

7.1. Exculpation of City. Tenant waives all claims against the City for damage to persons or property arising for any reason other than the intentional torts or gross negligence of the City. Tenant, as a material part of the consideration to the City, hereby agrees that neither the City nor any City Indemnified Parties (as defined in Section 7.2 below) 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 Premises or 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. 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 its best efforts to give prompt notice to the City in case of fire or accidents on the Property, or of defects therein or in the fixtures or equipment therein.

7.2. Indemnification. 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 reasonable attorneys' fees, charges and disbursements and court costs (collectively, "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 Premises or the Project in which the Premises are located (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 Premises or Property; and/or (iii) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. 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 Indemnified Claims, Tenant, upon notice from the City, shall defend the same at Tenant's expense by counsel 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 shall survive the expiration or earlier termination of this Lease.

7.3. Required Insurance Coverages. 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 Premises and Property and Worker's Compensation insurance in the amounts required by applicable law. All of such insurance shall be placed and maintained with such insurance company or companies and in such form as shall be satisfactory to the City.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of this Agreement.

During periods of construction by or on behalf of Tenant, Tenant or Tenant's contractor will provide completed value builder's risk insurance 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).

Tenant, 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 insurance policies required by this Lease, and such policies shall contain cross-liability endorsements. A duplicate policy or policies evidencing all

insurance coverages required by this Lease, in such form as shall be acceptable to the City, shall be filed with the City no later than five (5) business days after the date of the Lease 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 ease 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.

7.4. Waiver of Subrogation. The parties release each other, from any claims for damage to any person or to the Premises or Property and to the fixtures, personal property, and alterations of either in or on the Premises or Property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the extent that such insurance policies cover such claim. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the City in connection with any damage covered by any policy. The City shall not be liable to Tenant nor shall Tenant be liable to the City for any damage caused by risks insured against under any insurance policy required by this Lease.

7.5. Failure to Procure Insurance. Failure of Tenant to procure or renew the herein required insurance shall, if not cured within two (2) days after written notice from the City, constitute an Event of Default hereunder. In the event of such failure, in addition to the other rights and remedies provided hereunder, the City 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 City shall promptly be repaid by Tenant, with interest thereon at the lesser of ten percent (10%) per annum on the maximum rate permitted by law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

8. Destruction.

8.1. Lease to Govern Tenant's Rights. Tenant agrees that Tenant's rights in case of destruction shall be governed solely by the provisions of this Lease.

8.2. Total Destruction of Premises. If the Premises or reasonable access thereto is totally or partially destroyed, this Lease shall automatically terminate.

8.3. Partial Destruction of Premises. If a material portion of the Property other than the Premises, or a material portion of the improvements on the Property are damaged or destroyed, either Landlord or Tenant may terminate this Lease.

9. Condemnation.

9.1. Definitions.

9.1.1. 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.

9.1.2. Date of Taking. “Date of Taking” means the date the Condemnor has the right to possession of the property being condemned.

9.1.3. Award. “Award” means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

9.1.4. Condemnor. “Condemnor” means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

9.2. 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 9.

9.3. Total Taking.

9.3.1. Effect on Lease. If the Premises or reasonable access thereto is totally or partially taken by Condemnation, this Lease shall terminate on the Date of Taking.

9.3.2. Distribution of Award. Upon a total taking by any entity other than the City, any Award shall be payable to and be the sole property of the City except that Tenant shall have the right to recover any Award expressly made for its trade fixtures and equipment. In the event of a total taking by City, Tenant shall be entitled to all awards or settlements available under applicable law.

9.4. Partial Taking; No Tenant Right to Terminate. If any portion of the Property other than the Premises, but less than all of the Property, is taken by Condemnation, this Lease shall remain in effect, and the Award shall be paid to the City.

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

10.1. Prohibition. Tenant shall not assign (including, without limitation, by operation of law), encumber, hypothecate or transfer its interest in this Lease or in the Premises (or any interest, right or privilege therein), or sublease all or any part of the Premises, or allow any other person or entity to occupy or use basis all or any part of the Premises or 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.

10.2. 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 its reasonable costs of legal, financial and/or other analyses incurred in connection with a proposed transaction whether or not the City ultimately grants its approval.

11. Compliance with Environmental Laws.

11.1. Certain Definitions.

11.1.1. The phrase "Environmental Laws" shall mean 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.

11.1.2. The phrase "Hazardous Material" shall mean 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 25115, 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.

11.2. Tenant's Covenant. Tenant shall not cause or permit any Hazardous Material to be placed, held, located, 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.

11.3. Violation of Tenant's Covenant. If Tenant causes or permits any Hazardous Material to be placed, held, located, used or disposed of on, under or at the Property in violation of Tenant's covenant set forth in Section 11.2 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 presently after demand.

11.4. 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 11.2 above. Except as otherwise provided in this Lease, Tenant's liabilities for the undertakings and indemnifications set out in this Section 11 shall survive the termination or the Expiration, as applicable, of this Lease.

12. Default.

12.1. Tenant's Default. The failure to pay Rent or any other payment required to be made by Tenant hereunder as and when due, or to comply with any other provisions of this Lease and such failure continues for five (5) days after written notice from the City to Tenant shall constitute an "Event of Default" by Tenant.

12.2. Remedies.

12.2.1. Cumulative Nature of Remedies. If any Event of Default by Tenant occurs, the City shall have the remedies described in this Section 12.2 and all other remedies as may be provided at law or in equity.

12.2.2. 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 Premises (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, including any consequential damages.

As used in this Section 12.2.2, the "worth at the time of the award" shall be computed by allowing interest at a rate equal to the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

12.2.3. City's Right to Cure Tenant's Default. At any time after Tenant fails to perform any covenant or provision of this Lease, the City may, but is not

obligated to, cure such failure at Tenant's cost. If the City at any time, by reason of such failure 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.

12.2.4. 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.

13. City's Entry on Premises.

13.1. Generally. The City and its authorized representatives shall have the right to enter the Premises at all reasonable times and after reasonable notice (except for emergencies) for any of the following purposes:

13.1.1. to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

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

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

13.1.4. for any other purposes acting in its governmental capacity as the City of Beverly Hills.

14. 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 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 Manager
City of Beverly Hills
Beverly Hills City Hall
455 North Rexford Drive
Beverly Hills, California 90210

With a copy to:

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

If to Tenant, to:

Young Israel of North Beverly Hills
9261 Alden Drive
Beverly Hills, CA 90210
Attn: Phillip Kaufler

15. 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.

16. Surrender of Premises: Holding Over.

16.1. Surrender of Premises. At the expiration or earlier termination of the Lease, Tenant shall surrender possession of the Premises to the City. Tenant shall leave the Premises in good and broom-clean condition, reasonable wear and tear excepted. All personal property that Tenant has not removed shall be deemed abandoned and at the City's election, become the City's property.

16.2. Holding Over. If Tenant, with City's express written consent, remains in possession of the Premises after expiration or earlier termination of this Lease, 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 \$750 per month, unless otherwise agreed in writing by Landlord.

17. Miscellaneous.

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

17.2. Transfer of City's Interest. In the event of any transfer or transfers of City's interest in the Property, the transferor shall be automatically relieved of any and all obligations and liabilities on the party of the landlord hereunder accruing from and after the date of such transfer.

17.3. 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, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent.

17.4. 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.

17.5. Brokers. Each Party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or salesperson in connection with the negotiation or making of this Lease.

17.6. Entire Agreement; Modifications. 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. Tenant has relied on its own inspection of the Property and examination of this Lease and the counsel of its own advisors. 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.

17.7. 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.

17.8. 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.

17.9. Consents of Parties. Any consent or approval to be given by the City under this Lease may be given by a writing executed on behalf of the City by the City Manager.

17.10. City's Governmental Powers. Neither the City's execution of this Lease nor any consent or approval given by the City hereunder 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. 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.

17.11. Recordation of Memorandum of Lease. Upon request of the City, Tenant shall execute, acknowledge and deliver to City a memorandum of lease for recordation that is in form and substance acceptable to City.

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

CITY:

CITY OF BEVERLY HILLS,
a California municipal corporation

By: _____

JIMMY DELSHAD,
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

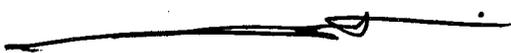
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN,
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer

TENANT:

YOUNG ISRAEL OF NORTH BEVERLY
HILLS, a California corporation

By: _____


PHILIP KAUFLE,
President

By: _____

~~CECILE GROMIS,~~
~~Treasurer~~

EXHIBIT "A"

DESCRIPTION OF PREMISES

(Attached.)

Attachment 2

Memorandum of Lease

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of _____, 2010, and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City"), and YOUNG ISRAEL OF NORTH BEVERLY HILLS, a California corporation ("Tenant").

RECITALS

A. Tenant and City have entered into that certain Storage Space Lease of substantially even date herewith (the "**Lease**"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion (the "**Premises**") of that certain building ("**Building**") located on real property in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 450 Rexford Drive, Beverly Hills, California. The Premises are more particularly described in the Lease.

B. Tenant and City now desire to enter into and record this Memorandum as required under applicable California law.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. City hereby leases and demises the Premises to Tenant, and Tenant hereby leases and accepts the Premises from City, on the terms and conditions in the Lease for a term commencing on July 8, 2010 and continuing until July 8, 2012, provided that either City or Tenant may terminate the Lease upon thirty (30) days' prior written notice to the other party, and upon the rental rate and the other terms and conditions set forth in the Lease, all of which are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

CITY:

THE CITY OF BEVERLY HILLS

By: _____

Jimmy Delshad,
Mayor

TENANT:

YOUNG ISRAEL OF NORTH BEVERLY
HILLS, a California corporation

By: _____



PHILIP KAUFLEER,
President

~~By: _____~~

~~CECILE GROMIS,
Treasurer~~

ATTEST:

_____ (SEAL)

By: _____

Byron Pope
City Clerk

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On July 27, 2010 before me, Nancy Josephson Notary Public
(insert name and title of the officer)

personally appeared Philip Kaufler

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy Josephson
Signature of Notary Public

(Seal)

ACKNOWLEDGMENT

State of California)
)
County of _____)

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

personally appeared _____,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Seal)

ACKNOWLEDGMENT

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)
County of _____)

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

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(Seal)