



AGENDA REPORT

Meeting Date: April 17, 2012
Item Number: F-6
To: Honorable Mayor & City Council
From: Teri Angel, Recreation Services Manager
Subject: LEASE AND MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND DEAN JOFFE (dba DELICIOUS SNACK COMPANY) FOR A SNACK BAR AT LA CIENEGA PARK

Attachments:

1. Lease
2. Memorandum of Lease

RECOMMENDATION

It is recommended that the City Council approve a lease and memorandum of lease by and between the City of Beverly Hills and Dean Joffe (dba Delicious Snack Company) for a Snack Bar at La Cienega Park. The lease provides Delicious Snack Company an approximately one hundred (100) square foot interior space to sell and serve food and beverages to park visitors, sports spectators and participants. A small exterior area designated for outdoor eating is also outlined in the lease.

INTRODUCTION

The City has long sought to find an extended term vendor to provide food and beverage service to the many park patrons, sports spectators and participants that frequent both Roxbury and La Cienega Parks. Over a year ago, the City was approached by Dean Joffe, recently establishing dba Delicious Snack Company, and expressed interest in providing such service. The City has been in discussion with Mr. Joffe for the past several months regarding this endeavor.

DISCUSSION

La Cienega Park has a small building between the children's play area and one of the baseball diamonds that currently houses men's and women's restroom, a score booth,

and two storage areas. One of the storage areas as built, was originally intended to house a snack bar type service, but was never developed as such. The lease outlines Dean Joffe as Tenant and intent, at Tenant's expense, to renovate the storage area for snack bar services according to all City and County building, health and operational permits and codes. All construction work will be on the interior except for the addition of a larger window for food pass-thru. The Tenant estimates build-out, equipment, and business start-up costs at approximately \$30,000. The snack bar will primarily feature grilled hot dogs, packaged sandwiches and salads, snack type foods, and beverages.

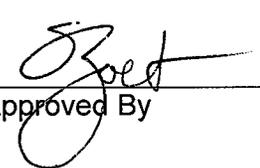
A seven (7) year lease with the Tenant outlines a Monthly Fixed Rent as well as a Basic Percentage Rent equal to ten (10%) of Tenant's Gross Receipts that exceeds the Monthly Fixed Income each month. Per the Lease Agreement, the snack bar is required to be open a minimum of four (4) hours per day, seven (7) days a week, but the City anticipates a greater number of hours per day of food service will be offered by the Tenant. The Tenant has 120 days from delivery of premises to create the first class snack bar. The Recreation and Parks Commission reviewed the Snack Bar concept at their May, 2011 Meeting. An operable snack bar by a Tenant also has the verbal support of the lead administrators of the Beverly Hills Little League, American Youth Soccer Association, and the Beverly Hills High School Baseball Program.

FISCAL IMPACT

The City will incur no costs for the start-up costs of the snack bar. Similar to the food service provided to the Library patrons by Kelly's Coffee and Fudge, the snack bar service for La Cienega Park is also considered a convenience feature to the patrons that frequent the park. The City anticipates \$8,000 to \$12,000 of revenue for the first year will be generated from the Tenant's operation of the snack bar with increased revenue projections as the business is established. An additional revenue account designated entitled Snack Bar Services will be requested to be activated under the Community Services Department's accounts to accurately record revenue and adjust if necessary, future revenue projections.



Finance Approval



Approved By

Attachment 1

LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS
AND DEAN JOFFE (dba DELICIOUS SNACK COMPANY)
FOR A SNACK BAR AT LA CIENEGA PARK

THIS Lease is made and entered into on April 17, 2012 by and between the City of Beverly Hills a municipal corporation (hereinafter referred to as "LANDLORD"), and Dean Joffe, an individual doing business as "Delicious Snack Company" (hereinafter referred to as "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of the La Cienega Park (the "Park"), located at 8400 Gregory Way, Beverly Hills, California and desires to make snack and food service available to Park patrons from the 100 square foot space described on Exhibit A (the "Premises"), attached hereto and incorporated herein; and

WHEREAS, TENANT is a qualified and experienced operator of snack and food bar stands; and

WHEREAS, TENANT desires to lease the Premises from LANDLORD in order to operate a snack and food shop at the Park.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF LEASE.

a. Grant. LANDLORD hereby grants to TENANT a lease of the Premises as described in Exhibit A for the purpose of operating a snack bar ("Snack Bar") (as defined in Section 2) for the term described in Section 3 as set forth in this section and in this Lease.

b. General Duties of TENANT. In addition to the other duties and obligations of TENANT specifically described in this Lease, TENANT shall, at TENANT's expense, provide an attractive display of food and beverages in accordance with the provisions of this Lease.

2. INITIAL TENANT IMPROVEMENTS.

a. On or before 120 days after delivery of Premises, subject to delays beyond the control of TENANT, TENANT shall, at TENANT's sole cost and expense, improve the Premises in a manner sufficient to create a first class snack bar.

b. Prior to construction, TENANT shall obtain the LANDLORD's prior approval (in its proprietary capacity as landlord under this Lease) of the plans, designs, materials, which consent shall not be unreasonably withheld (except as noted below) and shall obtain all necessary permits and governmental approvals.

As part of such improvements, TENANT shall provide and install at TENANT's sole expense any appliances, shelving, counters, cabinets, sinks, furniture, etc., appropriate for the operation of the Snack Bar. The TENANT shall not make any structural modifications or alterations of any kind to the building without the prior written approval of LANDLORD in its sole and absolute discretion.

c. Commencing no later than ninety (90) days after the completion of construction, TENANT shall begin operation of the Snack Bar.

3. USE OF PREMISES.

a. TENANT shall use the Premises only for a first-class snack bar, and for no other purpose.

b. TENANT shall not interfere with the public's enjoyment and use of the Park or surrounding public property for the purpose for which they are intended.

4. TERM.

a. Initial Term. The initial term of this Lease shall commence upon full execution of Lease and Landlord's delivery of Premises (the "Commencement Date"), and shall terminate on June 30, 2019.

b. Option to Extend. TENANT may at its option extend the initial term of this Lease on all the terms contained in this Lease (except that TENANT shall have no further right to extend the term), for one (1) additional period of seven (7) years ("Extended Term") by giving written notice of exercise of the option ("Option Notice") to LANDLORD at least six (6) months but not more than one (1) year before the expiration of the initial term. However, if TENANT is in default on the date of giving the Option Notice, or on the date the Extended Term is to commence, the Extended Term shall not commence and this Lease shall expire.

c. Right to Cancel. Notwithstanding any provision of this Lease to the contrary, City Manager or his designee shall have the right to terminate this Lease, including the Option to Extend, upon thirty (30) days' written notice to TENANT.

5. RENT. TENANT shall pay to LANDLORD as rent for the Premises the following sums, without deduction, setoff, prior notice, or demand:

a. Monthly Fixed Rent. Six Hundred Sixty-Six and 66/100 Dollars (\$666.66), which shall be paid on or before the first day of each calendar month; and

b. Monthly Basic Percentage Rent. Ten (10%) of the amount by which TENANT's Gross Receipts during such month exceed six hundred sixty-six and 66/100 Dollars (\$666.66), which shall be paid on or before the twentieth day of the subsequent calendar month.

Within twenty (20) days after the end of each calendar month of the term hereof, TENANT shall (i) furnish to LANDLORD a statement in writing, certified by TENANT to be correct, stating the total Gross Receipts during that calendar month and including reasonable

evidence thereof and (ii) pay to LANDLORD the Basic Percentage Rent payable for that calendar month.

(1) The term "Gross Receipts" means the sum of the following:

(a) The gross selling price of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by TENANT (and TENANT's permitted contractors, licensees and subconcessionaires, if any are permitted in writing by LANDLORD, whether for cash or on credit (whether collected or not), including sales from vending machines. Any transaction on an installment basis, including, without limitation, any "lay-away" sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes;

(b) The gross amounts (or, for items or things of value other than money, the full cash value thereof) paid or given to TENANT and TENANT's permitted independent contractors, licensees and subconcessionaires for sponsorships, corporate underwriting, acknowledgments, advertising and similar associations or relationships arising out of or in connection with the concession.

Gross Receipts shall not include, or if included there shall be deducted (but only to the extent they have been included), and Tenant shall maintain accurate records of the following:

(1) the selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise;

(2) cash discounts allowed or taken on sales;

(3) gift certificates, or similar vouchers, until such time as they shall have been converted into a sale by redemption;

(4) sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, and collected separately from the selling price of merchandise or services.

c. Interest on Delinquent Rent. Rent not paid when due shall bear interest at the maximum rate permitted by law from the date due until paid. Acceptance of interest by LANDLORD shall not constitute a waiver of TENANT's default with respect to the overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies available to LANDLORD.

6. OPERATION OF BUSINESS.

a. Operation of Business. The retail value of TENANT's inventory shall average not less than one thousand dollars (\$1,000.00). All products, including but not limited to, items for sale by TENANT shall be of first quality and shall conform to all Federal, State, County, and

municipal laws, ordinances and regulations in every respect. No substitution, filler, dilution or reduction in size of standard manufactured or processed food products shall be permitted. No imitation, adulterated, misbranded or impure articles shall be sold. TENANT shall maintain the Premises so as to insure a clean and healthful environment.

b. LANDLORD subscribes to a “green” or environmentally friendly philosophy. TENANT shall operate to minimize trash products and maximize reuse/recycling efforts.

c. The Snack Bar menu shall maximize sales and satisfy customer demand and shall contain a variety of foods including, but not limited to, hot and cold beverages, freshly prepared hot and/or cold food items and snacks, healthy options, and a variety of prepackaged snack foods. No alcoholic beverages or tobacco programs shall be sold.

d. All paper goods, supplies and cleaning products and personnel items used in conducting the Snack Bar are the sole responsibility of TENANT. TENANT shall be required to properly clean and maintain the Premises and all areas immediately adjacent thereto. LANDLORD will have no responsibility for repairs to TENANT’s equipment and furnishings. TENANT is responsible for disposal of all trash, including the cleanup of all refuse and debris in or near the Premises. LANDLORD shall designate proper disposal locations.

e. All merchandise for sale by TENANT shall be subject to the prior written approval of LANDLORD. TENANT shall remove from the Premises any product on sale which may be rejected by LANDLORD and shall not again offer it for sale without the prior written consent of LANDLORD. LANDLORD may demand that TENANT replace any sub-standard merchandise offered for sale by TENANT. If TENANT does not comply with LANDLORD’s demand within 30 days after LANDLORD provides TENANT with written notice, TENANT will be in default pursuant to Sections 23 and 24 of this Lease. All food, drinks, beverages, confections, refreshments, and items of similar character sold for food service shall be stored and handled in conformance with the highest standards of sanitation including compliance with all applicable health codes.

f. Food Service. LANDLORD shall have the right to require removal of any or all food or equipment upon thirty (30) days notice in writing, provided, however, LANDLORD shall have the right to require immediate removal of any machine, equipment, or food service which is installed on the Premises without LANDLORD approval or which, in the judgment of LANDLORD, presents a hazard to the health or safety of users of the Snack Bar.

If TENANT discovers any condition that requires repair or correction, TENANT shall promptly notify LANDLORD.

g. Rates and Prices to Public. All rates for services and merchandise charged by the TENANT shall be subject to the written approval of LANDLORD. Prices approved shall be considered maximum prices. TENANT may adjust the prices to a lower level should special conditions warrant such adjustment. TENANT shall post signs advertising the prices approved by LANDLORD. Such signs are subject to the City Manager’s written approval.

h. Snack Bar Manager. TENANT can designate a corporate officer or a manager of comparable level of responsibility and experience (which officer or manager shall have been

approved by LANDLORD) as Snack Bar Manager. The Snack Bar Manager shall personally provide not less than twenty (20) hours per week of on-site management and supervision of TENANT's operations at the Premises. In addition to the on-site management and supervision by the Snack Bar Manager, TENANT shall personally provide not less than ten (10) hours per week of on-site management and supervision of the operations at the Premises.

i. Employees; Independent Contractors. TENANT shall provide such employees as may be required to render the services under this Lease to the satisfaction of LANDLORD. The employees shall be a minimum of seventeen (17) years of age and satisfactory to LANDLORD as to their personal conduct, honesty, courtesy, health, personal appearance, and willingness to cooperate with LANDLORD employees. In the event an employee is found to be not satisfactory, LANDLORD may order TENANT to remove the employee from the Premises within ten (10) days after written notice is received by TENANT and TENANT shall remove said employee. TENANT shall provide LANDLORD a list of employees on the Commencement Date and update the list whenever changes occur.

j. Quiet and Orderly Manner. TENANT shall at all times conduct the business in a quiet and orderly manner satisfactory to LANDLORD. TENANT shall neither commit nor permit any waste or nuisance.

k. Business Name. TENANT shall at all times conduct its operations of the Snack Bar exclusively under the name "Delicious Snack Company". TENANT shall not use any other fictitious business name in connection with the Snack Bar without the prior written consent of LANDLORD.

7. TRADE FIXTURES, ETC.

a. All equipment, furnishings, fixtures, and expendables required for the Premises or TENANT's operations therein shall be provided, and if necessary, installed by TENANT at TENANT's expense.

b. Any trade fixtures, equipment, and other property installed in or attached to the Premises by and at the expense of TENANT and which is not in replacement of similar articles originally installed by LANDLORD shall remain the property of TENANT, and LANDLORD agrees that TENANT shall have the right, provided TENANT is not in default under this Lease, at any time prior to the end of the term of this Lease, to remove any and all of TENANT's trade fixtures, equipment, and other personal property from the Premises. TENANT at TENANT's expense shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, equipment, and other property.

c. Any improvements, fixtures, equipment, or personal property not removed by TENANT from the Premises prior to the end of the term shall be conclusively presumed to be abandoned by TENANT and title thereto shall, at the option of LANDLORD pass to LANDLORD without payment or credit by LANDLORD to TENANT.

d. Notwithstanding anything to the contrary contained in this Lease, TENANT shall not be required to purchase or own the fixtures or furnishings, equipment, and/or improvements, which TENANT installs, adds to or uses in the Premises whether or not they become affixed to

the building or other improvement thereon; TENANT may lease, rent, or use the same under an agreement or conditional sales contract or similar arrangement.

8. HOURS OF OPERATION. TENANT shall, at a minimum, offer food service to the public a minimum of four (4) consecutive hours per day, seven (7) days a week and within posted park hours, and (provided LANDLORD gives TENANT prior written notice thereof) at all times during extended hours on weekends, when youth sports organizations are conducting practices, games, tournaments, special events and post-season play, and during all City-sponsored sports leagues' use of the park for camps, games, tournaments, special events and post-season play, and during events requiring permits, and during programs and activities scheduled in the community center. TENANT may adjust the operating hours within one hour of the listed opening and closing times listed without LANDLORD approval provided four (4) hours per day of food service is provided. Reduction or increase in the daily total hours of operation requires LANDLORD's prior written approval.

At the commencement of the Lease and every year thereafter, a listing of Snack Bar closures for any state, local holidays, or other foreseen reason must be submitted in writing and approved by LANDLORD. All day closure or early closure before the four (4) hour minimum may occur in the case of extreme inclement weather and fields/and or field and playground closure. TENANT shall provide at least 48-hour prior notice to the La Cienega Park Administrative office of Snack Bar closures and shall post proper signage, which must be visible to the public.

9. MAINTENANCE.

a. Premises.

(1) LANDLORD.

(a) LANDLORD shall keep in good condition and repair the structural parts, foundations, exterior walls, walls separating the Premises from other or adjoining premises, downspouts, gutters, sewage system, plumbing and utilities (other than electrical facilities within the Premises), except (as to all items) for damage caused by any act or omission of TENANT or its customers, employees, agents, invitees, licensees, or contractors.

(b) Notwithstanding anything to the contrary in the foregoing paragraph (a), LANDLORD shall not be responsible in any way for damages caused by the Premises being out of repair as to any matters LANDLORD is obligated to repair hereunder, unless LANDLORD shall have received written notice from TENANT as to the need of such repair and LANDLORD has not commenced the repair within 30 days or thereafter fails to prosecute the repairs to completion in a reasonable manner subject to delays beyond the control of LANDLORD. It is understood and agreed that LANDLORD shall be under no obligation to make any repairs, alterations, or improvements to or upon the Premises at any time except as specifically provided in this Lease.

(c) TENANT waives all rights to make repairs at LANDLORD'S expense under the provisions of §§1941 and 1942 of the Civil Code of California.

(d) TENANT shall maintain the Premises in a safe, clean, sanitary, and orderly condition, in accordance with all laws and ordinances and as required by LANDLORD.

(2) TENANT. Except as otherwise provided in Section 9.a(1), TENANT, at the sole cost and expense of TENANT, shall during the term of this Lease maintain in good order, condition, and repair the Premises and every part thereof, including, without limiting the generality of the foregoing, all electrical facilities and equipment within the Premises, fixtures, interior walls, and interior surface of exterior walls, ceilings, windows, doors, plate glass, showcases, entrances, and vestibules located within the Premises, unless such damage to the foregoing is a direct result of LANDLORD's negligence or LANDLORD's failure to repair an item that LANDLORD is required to repair pursuant to this Lease and after written notice of the need for such repair has been provided to LANDLORD as herein required. If TENANT fails to make any necessary repairs within ten (10) days after having been given notice, as provided for in this Lease, LANDLORD shall have the right to make said repairs and TENANT shall pay the cost thereof as additional rent within ten (10) days after written demand is given from LANDLORD. TENANT shall replace plate glass in the Premises unless the damage to the plate glass is the result of or caused by the negligence of LANDLORD.

b. Equipment. TENANT shall provide (or cause to be provided) all maintenance, repair and service required on all equipment used in or on the Premises, regardless of whether the equipment is owned by TENANT, the vending company or LANDLORD. LANDLORD may prescribe in detail the type and frequency of maintenance and repair to be performed by TENANT on LANDLORD-owned equipment. If TENANT fails to perform (or cause to be performed) the work prescribed within ten days after LANDLORD gives notice to correct, LANDLORD shall have the right to make said repairs and TENANT shall pay the cost thereof as additional rent within ten (10) days after written demand is given from LANDLORD.

10. ALTERATIONS AND ADDITIONS.

a. TENANT may, at TENANT's own expense, from time to time during the term hereof, make alterations, additions, and changes in and to the interior of the Premises as it may find necessary or convenient for its purposes, provided that the value of any structure or improvements on the Premises is not thereby diminished, and, provided, however, that no such alterations, additions or changes of which affect a building may be made without first procuring the approval in writing of LANDLORD under this Lease and TENANT also obtains all governmental permits and approvals. No alterations, additions, or changes shall be made to the fronts, exterior walls, or roof of the Premises, unless and until the written consent and approval of LANDLORD under this Lease, and TENANT also obtains all governmental permits and approvals.

b. All alterations, additions, or changes to be made to the structure or improvements on the Premises which require the approval of LANDLORD shall be under the supervision of a competent licensed architect or competent licensed structural engineer and made in accordance with the Plans and Specifications with respect thereto, approved in writing by LANDLORD before the commencement of work, where such approval is required pursuant to the provisions of this Lease.

c. All work with respect to any alterations, additions, and changes shall be done in a good and workmanlike manner, shall be diligently prosecuted to completion, and shall be performed strictly in accordance with all applicable laws and ordinances.

d. LANDLORD may require that upon termination of this Lease, such alterations, additions, or changes to the structure of the Premises and any floor covering which is cemented or attached to the Premises shall be considered as improvements and shall not be removed by TENANT but shall become a part of the Premises, and, in such event, TENANT shall not have the right to remove the same.

11. RIGHT OF ACCESS.

a. LANDLORD and LANDLORD's officers, employees, and agents shall at all reasonable times have the right to enter upon the Premises for the purpose of inspecting the Premises, observing the operation of TENANT, posting notice of nonresponsibility or any other notices required by law for the protection of LANDLORD, and making any reasonable repairs which LANDLORD determines may be required. TENANT shall furnish LANDLORD with a pass key to the Premises. LANDLORD shall make a good faith effort to notify TENANT prior to entering the Premises at any time other than normal business hours, and promptly after any such after-hours entry shall notify TENANT of the time, duration and reason for the after-hours entry.

b. TENANT shall permit LANDLORD or its designees to erect, use, maintain, install, and repair pipes, cables, conduits, plumbing, vents, and wires, in, to, and through the Premises, to the extent that LANDLORD may now or hereafter consider necessary or appropriate. All such work shall be done so far as practicable, in such manner as to avoid unreasonable interference with TENANT's use of the Premises.

12. SIGNS; LIGHTING; ADVERTISING.

a. TENANT shall not, without LANDLORD'S prior written consent, do any of the following:

(1) Install or affix any exterior lighting or plumbing fixtures, shades, awnings, or exterior decorations (including exterior painting).

(2) Install or affix signs, lettering, placards, or the like on the exterior of the Premises except in accordance with the provisions of the Beverly Hills Municipal Code.

(3) Display or sell merchandise on, or otherwise obstruct any area outside the exterior walls of the Premises, except with the prior written consent of LANDLORD.

(4) Cause or permit to be used any advertising, loudspeakers, unusually bright or flashing lights, and similar devices which may be seen or heard outside the Premises.

b. TENANT shall be responsible for all costs of manufacturing and installing signage as well as any permits and fees associated with the signage.

c. TENANT shall at all times maintain show windows and signs on the Premises in a neat, clean, and orderly condition. If any exterior sign needs maintenance, repair, cleanup, or repainting and TENANT shall fail to do the necessary work after ten (10) days' written notice from LANDLORD, LANDLORD may repair, repaint, clean, or maintain such exterior sign and the cost thereof shall be payable by TENANT to LANDLORD as additional rent.

d. TENANT shall not display items outside the Premises or permit others to display items inside or outside the Premises unless prior written permission is obtained from LANDLORD, and such permission shall be subject to revocation at any time.

13. MAINTENANCE OF BUSINESS RECORDS.

a. TENANT shall maintain a method of accounting which correctly and accurately reflects the receipts and disbursements of TENANT in connection with the operation of the Snack Bar. Such method shall include the keeping of the following documents:

- (1) Regular books of accounting such as general ledgers.
- (2) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements or items of a similar character.
- (3) State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
- (4) Cash register tapes shall be retained so that daily sales can be identified.
- (5) Any other accounting records that LANDLORD reasonably requires.

b. TENANT shall obtain and install one or more cash registers on which TENANT shall record all sales. The cash registers shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. All cash registers shall have a sales counter which is visible to the public.

c. All documents, books and accounting records shall be open for inspection at any reasonable time during the term of this Lease, and for a reasonable period, not to exceed one year, thereafter. In addition, LANDLORD may from time-to-time (but not more than four times in any twelve-month period) conduct an audit of the books and business conducted by TENANT at the Snack Bar and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of Gross Receipts made by TENANT to LANDLORD shall be found to be less than the amount of Gross Receipts disclosed by such audit and observation, TENANT shall pay LANDLORD within thirty (30) days after billing any additional rentals disclosed by such audit within ten (10) days after written demand by LANDLORD. If a discrepancy indicates an underpayment of percentage rent by more than two percent (2%) in any one year period, TENANT shall also pay the cost of the audit. TENANT shall transmit a Profit and Loss Statement and a Balance Sheet for the Snack Bar operation, prepared in a form and by a company acceptable to LANDLORD, within sixty (60) days after the close of each of TENANT'S fiscal or calendar years during the term of this Lease. The Profit and Loss Statement shall include an expense account entitled "Compensation to Officers" or an account having some

similar title. Salaries or other compensation to officers shall not be included in any other expense category.

d. All information obtained in connection with LANDLORD'S inspections of records or audits, with the exception of statements of Gross Receipts, shall be received and maintained in confidence and shall not be disclosed to anyone not directly connected with the official business of LANDLORD, except as such information or documents may be or become subject to public inspection and/or reproduction as public records, and disclosure thereof is required by law.

14. UTILITIES. LANDLORD shall pay all charges for electricity, gas and water service necessary to carry on the operations of the Snack Bar. TENANT shall pay for telephone/internet, cable television, and security service. The telephone number shall be in the name of TENANT and shall not be transferable to any other location.

15. INDEMNITY BY TENANT. TENANT hereby accepts the Premises in their current "AS IS" condition, without representation or warranty express or implied and TENANT advises and represents that TENANT has thoroughly inspected the Premises. TENANT agrees to indemnify, hold harmless and defend LANDLORD, the City Council and each member thereof, and every officer and employee of LANDLORD and its agents from and against all claims, liabilities, losses, damages, costs and expenses resulting directly or indirectly from any or all activities and operations of TENANT or any person employed by TENANT, or TENANT'S agents, invitees, guests, servants, or contractors. This provision shall survive the termination or expiration of this Lease.

16. INSURANCE.

a. At all times during the term of this Lease and any renewal or extension thereof, TENANT shall maintain in force liability insurance which shall insure and indemnify TENANT and LANDLORD, the City Council and each member thereof, and every officer and employee of LANDLORD against liability or financial loss resulting from any suits, claims or actions brought by any person or persons and from all costs and expense of litigation brought against LANDLORD, the City Council and every member thereof, in the amount of One Million Dollars (\$1,000,000.00) combined single limit for any injury to persons and/or damage to property in, on or about the Premises by reason of the use or occupation by TENANT or by any other person or persons of the Premises and the activities of TENANT.

b. TENANT shall at all times during the term of the Lease carry and maintain in full force and effect a policy or policies of Workers Compensation insurance as required by law.

c. TENANT shall not use or permit the Premises to be used, nor do or permit any act to be done, which may increase the existing rates of insurance upon the building in which the Premises are located, or which may cause the cancellation of any insurance policy covering the Premises. If any act on the part of TENANT or use of the Premises by TENANT shall cause directly or indirectly any increase of LANDLORD'S insurance expense, the additional expense shall be paid by TENANT to LANDLORD upon demand. Such payment by TENANT shall not limit LANDLORD in the exercise of any other rights or remedies. TENANT shall not sell or

permit to be kept, used or sold in or about the Premises any article which may be prohibited by California Standard Forms of fire insurance policies. TENANT, at TENANT's sole expense, shall comply with any and all requirements pertaining to the use of the Premises, of any insurance organization or company, which compliance may be necessary for maintenance of reasonable fire, extended coverage, public liability, and other insurance upon the Premises.

d. LANDLORD, the City Council and each member thereof, and every officer and employee of LANDLORD shall be named as an additional insured on TENANT's liability policies. Said policies shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of B+ VII or better. Said policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without LANDLORD having been given thirty (30) days' prior written notice thereof by such carrier. TENANT shall not cancel or reduce said insurance coverage.

e. TENANT shall, at TENANT's cost and expense, obtain and at all times during the term hereof maintain in effect insurance covering (1) TENANT's trade fixtures, furnishings, equipment, and inventory of merchandise located in the Premises; and (2) all alterations, additions, and changes made in or to the Premises during the term of this Lease at TENANT's expense, providing protection to the extent of not less than 100% of the insurable value of all said items against any peril included under insurance industry practices in the jurisdiction of the Premises within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage, if sprinklers are installed, and including "use and occupancy" and/or "business interruption" coverage. TENANT hereby waives any and all rights of recovery against LANDLORD for any loss occurring to such items on account of fire or other casualty, and the aforesaid policies of insurance shall contain appropriate provision recognizing this release by TENANT and waiving all right of subrogation by the insurance carrier. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the items so insured in the event of loss on account of fire or other casualty.

f. At all times during the term of this Lease and prior to taking possession of the Premises, TENANT shall maintain on file with the City Clerk of LANDLORD a certificate of insurance (on LANDLORD's standard form of Certificate of Insurance) issued by the insurance carrier or carriers and showing that the aforesaid insurance policies are in effect in the amounts above provided and if requested by LANDLORD, a copy of each insurance policy. Notwithstanding any other provision to the contrary contained in this Lease, TENANT shall not have the right to take possession of the Premises until such certificate or certificates and insurance policies are filed with the City Clerk.

g. If TENANT does not keep the insurance required by this Lease in full force and effect, LANDLORD may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be paid by TENANT as additional rent within ten (10) days after written demand by LANDLORD.

h. To the extent permitted by their respective insurance policies LANDLORD and TENANT hereby waive any rights of subrogation against the other.

17. SAFETY.

a. TENANT shall at all times maintain the Premises in a safe condition and immediately correct or repair any condition or defect which is a hazard or unsafe and shall operate all activities in a safe manner. TENANT shall exercise all safety precautions in TENANT's operations to protect any member of the public, an employee or customer from injury or damage.

b. TENANT shall cooperate fully with LANDLORD in the investigation of accidents occurring on the Premises or during TENANT'S operations at the Premises. In the event of injury to a patron or customer or employee, TENANT shall ensure that the injured person receives prompt and qualified medical attention, and, as soon as possible thereafter TENANT shall submit a CITY Accident Report to the CITY's Risk Manager.

c. If TENANT fails to promptly correct hazardous conditions which have led or, in the opinion of LANDLORD'S agents, could lead to injury, and for which LANDLORD has given TENANT written notice to correct, LANDLORD may elect either to correct the condition and charge the cost of such correction to TENANT as additional rent (which shall be paid by TENANT within ten (10) days after written demand) or declare TENANT in default immediately.

18. PERMITS AND LICENSES. TENANT shall obtain at TENANT's sole expense any and all permits or licenses that may be required in connection with the operation of the Snack Bar including, but not limited to tax permits, business licenses, health permits and police and fire permits.

19. TAXES. TENANT shall pay before delinquency all taxes which shall be levied against TENANT's interest in the Premises or TENANT's property thereon, or which become a lien against the Premises or TENANT's interest therein or TENANT's property thereon during the term of this Lease. TENANT recognizes and understands that this Lease may create a possessory interest subject to property taxation and that TENANT may be subject to the payment of property taxes levied on that interest.

20. COMPLIANCE WITH LAW. TENANT shall comply with all existing and future ordinances, rules, laws, or regulations of LANDLORD and of any other governmental agency which are applicable to the Premises or the operations of TENANT on the Premises.

21. ASSIGNMENT AND SUBLETTING.

a. Because the granting of the Snack Bar hereunder is based upon the unique characteristics of TENANT, TENANT shall not assign this Lease or any interest herein or sublet all or any part of the Premises without first obtaining the written consent of LANDLORD, which consent may be withheld in the sole and absolute discretion of LANDLORD. The giving of any such consent shall not be a waiver of any rights to object to further or future assignments or subleases. The giving of any such consent shall not relieve TENANT of the obligations of this Lease unless otherwise specifically agreed in writing by LANDLORD. Any assignment or subletting by TENANT without consent of LANDLORD shall be void and without effect.

b. Any assignee approved by LANDLORD shall at the time of the assignment execute and deliver a valid and binding instrument of assumption, directly enforceable by LANDLORD, wherein such assignee shall assume and agree personally to pay all the rent herein reserved and expressly assume and agree to perform, keep, observe, and be bound by all the covenants and conditions of this Lease, including those set out in this section.

c. LANDLORD reserves the right to withhold its consent to any assignment or sublease without stating any reason for refusing consent, or to impose such conditions in granting its consent or approval as LANDLORD in its sole discretion considers necessary or appropriate.

22. ATTACHMENT, BANKRUPTCY, OR RECEIVERSHIP. Unless prohibited by Bankruptcy Law or other paramount law, this Lease shall not be transferable in bankruptcy or by operation of law; if TENANT shall be adjudicated a bankrupt or if TENANT's interest in and to the Premises is attached or made subject to an execution in any judicial proceedings, or a receiver is appointed to take possession of all or substantially all of the assets of TENANT, or TENANT makes a general assignment for the benefit of creditors, LANDLORD may at its election terminate this Lease and all rights of TENANT hereunder shall cease. Upon such termination TENANT shall immediately surrender possession of the Premises to LANDLORD. Any attempted transfer or sale of any interest of TENANT by judicial sale or bankruptcy shall vest in the purported purchaser no title or interest in any rights theretofore held by TENANT.

23. DEFAULT.

a. TENANT's Default. The occurrence of any one or more of the following events shall constitute a default of this Lease by TENANT: (1) The vacating or abandonment of the Premises by TENANT; (2) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by LANDLORD to TENANT; (3) The failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the TENANT, other than the payment of money, where such failure shall continue for a period of thirty (30) days after written notice thereof by LANDLORD to TENANT; (4) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where such seizure is not discharged within sixty (60) days.

b. LANDLORD's Default. LANDLORD shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless it has failed to perform such obligation within thirty (30) days after written notice by TENANT to LANDLORD specifying wherein LANDLORD has failed to perform such obligation; provided, however, that

if the nature of LANDLORD's obligation is such that more than thirty (30) days are required for its performance then LANDLORD shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

24. REMEDIES ON DEFAULT.

a. In the event of any such default by TENANT, LANDLORD may at any time thereafter, in its sole discretion, and without limiting LANDLORD in the exercise of a right or remedy which LANDLORD may have by reason of such default (All of LANDLORD's remedies being cumulative to the extent permitted by law.):

(1) terminate this Lease by written notice to TENANT, in which case TENANT's right to possession of the Premises will terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD.

(2) retain TENANT's security deposit and any of TENANT's property on the Premises and apply same to the payment of any and all claims which may be due LANDLORD. Tenant waives Civil Code section 1950.7, and agrees that the security deposit shall be governed solely by the terms of this Lease.

(3) perform such work as it deems necessary to cure said default and charge TENANT for the cost of labor and materials expended (payable within ten (10) days after written demand), and an additional thirty percent (30%) of said cost for administrative overhead. LANDLORD may exercise this option immediately in the event of a default involving cleanliness or safety provisions. LANDLORD may exercise this option within ten (10) days after giving TENANT written notice of a default involving equipment or Premises maintenance provisions.

(4) pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State of California.

b. Efforts by LANDLORD to mitigate the damages caused by TENANT's breach of this Lease do not waive the default or waive LANDLORD's right to recover damages.

c. Nothing in this section affects the right of LANDLORD to indemnification under Section 16.

d. The waiver by LANDLORD of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant, or condition. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any prior occurring breach by TENANT of any term, covenant, or condition of this Lease, other than the failure of TENANT to pay the particular rental so accepted, regardless of LANDLORD's knowledge of such prior existing breach at the time of acceptance of such rent; however, if LANDLORD has given notice of its election to terminate this Lease based on TENANT's failure to pay rent, acceptance of any delinquent rent will not constitute a waiver by LANDLORD of the termination of this Lease unless LANDLORD expressly waives the termination in writing in its acceptance of the rent.

25. SECURITY DEPOSIT.

a. As a material part of the consideration for this Lease, upon execution and delivery of this Lease TENANT shall deposit with LANDLORD the sum of Three Thousand Dollars (\$3,000.00) as security for the payment of the rent and the faithful performance by TENANT of all of the terms, conditions and covenants herein to be performed by TENANT, as well as to indemnify LANDLORD in part for costs and expenses which LANDLORD may suffer by reason of any breach or default by TENANT. If TENANT then shall have performed fully all of the terms, conditions and covenants to be performed by TENANT hereunder, LANDLORD shall return the security deposit, without interest, to TENANT upon expiration or termination of this Lease.

b. If LANDLORD sells or transfers title to the real property of which the Premises are a part, LANDLORD may transfer and deliver any security given by TENANT to secure the faithful performance of the provisions of this Lease to the purchaser of the real property. In the event the purchaser shall execute and deliver to TENANT an agreement to assume LANDLORD's obligation to return the security deposit to TENANT in the manner provided in this Section then LANDLORD shall be exonerated from any further liability with respect to the security deposit.

26. SURRENDER. Upon termination or expiration of the term of this Lease, TENANT shall surrender the Premises to LANDLORD in the same condition as received, reasonable wear and tear excepted, and all structures and improvements constructed thereon.

27. QUIET ENJOYMENT. LANDLORD covenants that TENANT upon paying the rentals expressly reserved hereunder and observing and keeping the terms, covenants, and conditions of this Lease on TENANT's part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease.

28. SUCCESSORS. Subject to the provisions of Section 22 of this Lease, the terms, covenants, and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, the parties and their successors and assigns.

29. PAYMENTS AND NOTICES. All rental payments hereunder shall be paid by TENANT payable to City of Beverly Hills and mailed to the Office of the Cashier of LANDLORD at 455 North Rexford Drive, Beverly Hills, California 90210 or at such other address or to such other persons as LANDLORD may from time to time designate in writing, and all notices shall be delivered to the City Clerk of LANDLORD at 455 North Rexford Drive, Beverly Hills, California 90210, or at such other addresses or to such other persons as LANDLORD may from time to time designate in writing. All notices given by LANDLORD to TENANT hereunder shall be in writing and delivered to TENANT at the Premises, or at such other address as TENANT may from time to time designate in writing. 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 stated above, or three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested.

30. LATE PAYMENT. A late payment charge equal to ten (10%) percent of any rent or any other required payment to LANDLORD shall be paid by TENANT if any payment is not paid to LANDLORD on or before the fifth (5th) day after payment is due. Acceptance by LANDLORD of any such late payment charge does not waive or alter the provisions of Section 24 (Default).

31. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Lease, TENANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e - 217), whichever is more restrictive.

32. INDEPENDENT CONTRACTOR. At all times during the term of this Lease, TENANT shall be an independent contractor and shall not be a partner or agent of LANDLORD. Except as specifically authorized in writing, TENANT shall have no authority, express or implied, to act on behalf of LANDLORD in any capacity whatsoever. TENANT shall have no authority, express or implied, pursuant to this Lease to bind LANDLORD to any obligation.

33. PARKING. LANDLORD shall permit parking in LANDLORD's 321 South La Cienega Boulevard Parking Structure for the use of TENANT based on LANDLORD's parking terms and conditions, including the standard daily fee. The monthly permit fee per space, currently at \$85 per month market value, will be waived for four (4) parking cards subject to increase in LANDLORD's sole discretion.

34. GENERAL PROVISIONS.

a. TENANT and LANDLORD shall execute and acknowledge a short form memorandum of this Lease for recording purposes in the form attached hereto as Exhibit B. Upon the expiration or earlier termination of this Lease for any reason, TENANT shall within five (5) business days following written request by LANDLORD, deliver to LANDLORD an executed, acknowledged and recordable quitclaim deed conveying to LANDLORD any and all interest TENANT may have under this Lease.

b. No remedy or election given by any provisions in this Lease shall be deemed exclusive unless so indicated, but it shall whenever possible be cumulative with all other remedies in law or equity except as otherwise herein specifically provided.

c. Unless otherwise specifically provided, wherever any provision of this Lease provides that the consent or approval of LANDLORD is required, LANDLORD has the sole and unlimited discretion to withhold such consent or approval.

d. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

e. The headings contained in this Lease are for convenience and reference only, and are not intended to and shall not define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of this Lease.

f. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the neuter gender includes the masculine and/or feminine, and the singular number includes the plural and the plural includes the singular.

g. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect.

h. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or modified except by an agreement in writing signed by the parties hereto or their respective successors in interest.

i. In the event of litigation between the parties arising out of or connected with this Lease, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

j. The interpretation and implementation of this Lease shall be governed by the domestic law of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease the _____ day of _____, 20____, in the City of Beverly Hills, California.

LANDLORD:

CITY OF BEVERLY HILLS, a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor

ATTEST:

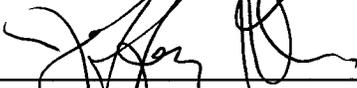
(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

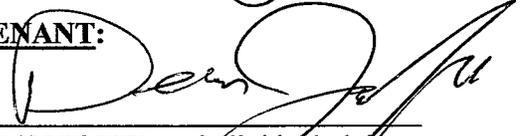


JEFFREY KOLIN
City Manager



STEVEN ZOET
Director of Community Services

TENANT:



DEAN JOFFE, an individual, doing
business as "DELICIOUS SNACK
COMPANY"

EXHIBIT A

Description of Premises

**APN #4333-026-900 A Portion of Lot 11 of Rancho Rodeo de Las Aguas Tract recorded in
Map Book 32 pages 25-26**

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

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

APN: _____

[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 April 17, 2012, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("Landlord"), and DEAN JOFFE, an individual, doing business as DELICIOUS SNACK COMPANY ("Tenant").

RECITALS

A. Tenant and Landlord have entered into that certain Lease of even date herewith (the "Lease"), pursuant to which Landlord has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, space in La Cienega Park located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 8400 Gregory Way and more particularly described on Exhibit A attached hereto (the "Property"), as provided in the Lease.

B. Tenant and Landlord now desire to enter into this Memorandum to provide record notice of the Lease.

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 Landlord agree as follows:

1. Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and accepts from Landlord, the portion of the Property defined as the "Premises" in the Lease for a term of eight years and may be extended for one additional seven-year term at the rental and upon the other terms and conditions set forth in the Lease, which terms and conditions 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.

LANDLORD:

CITY OF BEVERLY HILLS,
a municipal corporation

By: _____
William W. Brien, M.D.,
Mayor

TENANT:

DEAN JOFFE, an individual, doing business
as DELICIOUS SNACK COMPANY

ATTEST:

_____ (SEAL)
Byron Pope,
City Clerk

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

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

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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,

(insert name and title of the officer)

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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment 2

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

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

APN: _____

[Space Above For Recorder's Use Only]

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LANDLORD:

CITY OF BEVERLY HILLS,
a municipal corporation

By: _____
William W. Brien, M.D.,
Mayor

TENANT:



DEAN JOFFE, an individual, doing business
as DELICIOUS SNACK COMPANY

ATTEST:

_____ (SEAL)
Byron Pope,
City Clerk

EXHIBIT A

Description of Premises

APN #4333-026-900 A Portion of Lot 11 of Rancho Rodeao de Las Aguas Tract recorded in
Map Book 32 pages 25-26

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On April 9th, 2012, before me, Mik. Gi,
(insert name and title of the officer)

Dean Joffe
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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature 