

FOURTH AMENDMENT TO CONCESSION AGREEMENT
FOR WILL ROGERS STATE BEACH PARK RESTAURANT
(Gladstone's Restaurant)

THIS FOURTH AMENDMENT TO CONCESSION AGREEMENT FOR WILL ROGERS STATE BEACH PARK RESTAURANT (this "**Amendment**") is made and entered into as of January 31, 2018 by and between the COUNTY OF LOS ANGELES ("**County**") and SEA VIEW RESTAURANTS, INC., a California corporation ("**Concessionaire**").

RECITALS

A. County and Concessionaire are parties to that certain Concession Agreement for Will Rogers State Beach Park Restaurant dated as of November 1, 1997 ("**Original Concession Agreement**"), as amended by that certain: (1) First Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of February 9, 1999 ("**First Amendment**"), (2) Second Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of March 29, 2005 ("**Second Amendment**"), and (3) Third Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of June 7, 2016 ("**Third Amendment**"), pursuant to which Concessionaire operates a restaurant known as "Gladstone's" on certain real property located in the County of Los Angeles, State of California and more particularly described therein. The Original Concession Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, is referred to herein as the "**Concession Agreement**."

B. As required by the Second Amendment, California Beach Restaurants, Inc. ("**Parent**") executed a Guaranty dated March 29, 2005 in favor of County (the "**Parent Guaranty**"), pursuant to which Parent guaranteed the full payment and performance of all of Concessionaire's obligations under the Concession Agreement. The Parent Guaranty remains in full force and effect.

C. Also as required by the Second Amendment, Parent entered into a Security Agreement dated March 29, 2005 with County (the "**Security Agreement**") pursuant to which Parent granted to County a security interest in all of Parent's right, title and interest in and to the Name Rights and the Royalties (as such terms are defined in the Security Agreement) to secure its obligations under the Parent Guaranty.

D. As required by the Third Amendment, Richard J. Riordan, in his individual capacity and as Trustee of the Richard J. Riordan Trust DTD August 30, 1996 ("**Principal**"), executed a Guaranty dated June 7, 2016 in favor of the County (the "**Principal Guaranty**") pursuant to which Principal guaranteed the full payment and performance of all Concessionaire's obligations under the Concession Agreement. The Principal Guaranty remains in full force and effect.

E. Concessionaire has requested County to agree to a fifty percent (50%) reduction in the Monthly Minimum Rent payable by Concessionaire under the Concession Agreement for the period from November 1, 2017 through the expiration date of the term of the Concession

Agreement, as hereby extended ("**Remaining Term**").

F. County is willing to agree to such Monthly Minimum Rent reduction in accordance with and subject to the terms and provisions set forth in this Amendment, and conditioned upon: (a) the continuing effectiveness of the Parent Guaranty executed by Parent in connection with the Second Amendment, (b) the continuing effectiveness of the Principal Guaranty executed by Principal in connection with the Third Amendment, (c) the transfer by Parent to County, as set forth in the Third Amendment and Assignment Agreement attached thereto, of full lien-free title to and ownership of the Name Rights and the Royalties, subject only to: (i) the right of Concessionaire to use the Name Rights for the operation of the Premises pursuant to Concessionaire's rights as "Licensee" under the Concessionaire License Agreement until the expiration or earlier termination of the Term of the Concession Agreement, including any extension term thereof, (ii) the rights of the third party licensee under the Pike License Agreement, and (iii) the Security Agreement; (d) the agreement of Concessionaire to assign and transfer to County at the expiration or earlier termination of the Term of the Concession Agreement, or any extension term thereof, all of the Premises Liquor Licenses (as defined in the Third Amendment), and (e) certain other conditions set forth herein.

G. County and Concessionaire desire to modify the Concession Agreement in certain additional respects set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Concessionaire agree as follows:

1. Definitions. All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Concession Agreement.

2. Existing Concession Agreement. To induce County to enter into this Amendment, Concessionaire hereby represents, warrants, certifies and stipulates that each of the following statements is true and correct:

2.1 Enforceability. The Concession Agreement is valid, binding and enforceable against Concessionaire, subject to the effect of bankruptcy and similar laws affecting the enforcement of creditors' rights generally and to the discretion of a court of equity to enforce equitable remedies.

2.2 No Defenses. Except as provided in Section 4.1 hereof, Concessionaire does not have any defenses, counterclaims or offsets to the payment of any amounts payable under the Concession Agreement, and, to Concessionaire's current actual knowledge, no event, circumstance or condition has occurred or currently exists, that constitutes, or with notice and/or the expiration of any applicable grace or cure period would constitute, a breach or default by County under the Concession Agreement.

3. Term. Section 2.1 of the Concession Agreement is hereby amended such that the Term is extended for a maximum period of five years, commencing on November 1, 2017 and terminating on October 31, 2022; provided that County shall have the right to terminate the Concession Agreement effective at any time after two years (i.e., November 1, 2019) upon the

giving of 90 days written notice to Concessionaire. In the event the County's exercise of the foregoing early termination right would result in a termination date between June 15 and September 15 of any calendar year, the effective date of the termination will automatically be extended to September 15 of that year, regardless of the actual date which is 90 days from the date of such termination notice.

4. Adjustments to Rent.

4.1 Reduction in Monthly Minimum Rent. Subject to the terms and conditions of this Amendment, effective as of November 1, 2017 and continuing through the expiration of the Remaining Term or such earlier date as the Concession Agreement is terminated, the Annual Minimum Rent under Section 4.2.1 of the Concession Agreement is reduced to \$437,500 per year (or the Monthly Minimum Rent at \$36,458.33 per month). During such period, as provided in Section 4.2 of the Concession Agreement, Concessionaire shall continue to be obligated to pay on a monthly basis the greater of (a) the Monthly Minimum Rent (as reduced pursuant to this paragraph) or (b) Percentage Rent. During the Remaining Term there shall be no further adjustments to the amount of Annual Minimum Rent pursuant to Section 4.3 of the Concession Agreement. The parties agree that Concessionaire shall be entitled to offset against the Monthly Minimum Rent payments that are due and payable by Concessionaire after the date hereof to the extent that Concessionaire has overpaid such Monthly Minimum Rent during the period between November 1, 2017 and the date of this Amendment. As of the date hereof, the amount of such overpayment by Concessionaire is \$109,374.99.

4.2 Monthly Supplemental Rent. The parties acknowledge and agree that the Monthly Supplemental Rent has been terminated under the Third Amendment.

4.3 Adjustment to Percentage Rent. The Percentage Rent for Gross Receipts from food set forth in section 4.2.2.1 of the Concession Agreement is hereby adjusted from 10% to 7%. All other Percentage Rents are unchanged.

4.4 Transfer of Ownership of Naming Rights and Royalties. The parties acknowledge and agree that pursuant to Section 5 of the Third Amendment, County shall continue to credit any license fees actually received by County under the Existing License Agreements (as defined in the Third Amendment) against the "Monthly Minimum Rent" and "Percentage Rent" payable by Concessionaire under the Third Amendment.

5. Principal Guaranty. The Principal Guaranty executed in connection with the Third Amendment (and attached as Exhibit A thereto) remains in effect (including, without limitation, all waivers of rights in favor of County) and has not been terminated.

6. Improvements to the Premises.

6.1 Concessionaire agrees to make certain improvements to the Premises, as outlined in Exhibit A hereto (collectively, the "Improvements"). The parties hereby agree that the estimated cost of the Improvements is \$379,528, and that the County shall reimburse the Concessionaire for such costs (for work actually performed) up to a total

maximum amount of \$379,528. Such reimbursement obligations shall be conditioned upon Concessionaire's provision to County of invoices to document any amounts claimed for reimbursement. In no event shall County's reimbursement obligation hereunder exceed \$379,528, even if the actual cost of the Improvements exceeds that amount. The parties agree that, upon prior written notice to County and after County's approval of submitted invoices, Concessionaire may offset against Monthly Minimum Rent any such reimbursements due to Concessionaire.

6.2 Concessionaire agrees to complete the Improvements on or before August 31, 2018.

6.3 At the end of the Remaining Term, title to the Improvements shall vest in the County.

7. Statements of Gross Receipts. Concessionaire shall continue to be obligated to deliver a detailed statement of Gross Receipts for each calendar month within fifteen (15) calendar days following the end of such month and to accompany such statement within any Percentage Rent payable under Section 4.2 of the Concession Agreement. Such statement shall be in such form as reasonably acceptable to County and shall be certified as true and correct by Concessionaire's chief financial officer. Not later than sixty (60) days after the end of calendar year 2017, Concessionaire shall deliver to County an audited statement of Gross Receipts for calendar year 2017 audited by an accountant reasonably approved by County. Not later than sixty (60) days after the end of each year of the Remaining Term, Concessionaire shall deliver to County an audited statement of Gross Receipts for such calendar year or portion thereof included in the Remaining Term, audited by such accountant. Each such audited statement shall be accompanied by Concessionaire's payment of any additional Percentage Rent payable by Concessionaire under the Concession Agreement for such calendar year (or partial calendar year).

8. Operating Covenant. Except in connection with periods of inoperation due to remodeling (provided that such remodeling shall not be for a period in excess of seven (7) days in the aggregate in any one (1) year period), Force Majeure, Christmas Day, or a cause or event pursuant to Sections 7 or 11.2 of the Original Concession Agreement, Concessionaire hereby agrees to operate the Premises seven days per week, during Concessionaire's standard operating hours as of the date hereof (as they may change seasonally or during the holidays, as determined by Concessionaire from time to time) during the Remaining Term.

9. Transfer. Notwithstanding anything to the contrary set forth in section 12.2 of the Concession Agreement, Concessionaire shall have the right to assign the Concession Agreement to any party that has the managerial experience and financial capability to perform the Concessionaire's obligations thereunder, as determined by the Director of the County's Department of Beaches and Harbors, in his sole discretion.

10. Access to Premises. Concessionaire shall allow the new operator selected by the County pursuant to the County of Los Angeles, Department of Beaches and Harbors, Request for Proposal for Concession Services at County-Operated Will Rogers State Beach issued on April 23, 2017 and such operator's agents, employees, and contractors reasonable access to the

Premises on an as-needed basis, upon reasonable advance notice by the County and shall not unreasonably impede the progress of the new proposed operation to be developed on the Premises; provided that, County use commercially reasonable efforts to minimize the impact on Concessionaire's business conducted in the Premises in connection therewith.

11. Costs and Expenses. Concessionaire agrees to pay or reimburse County for all reasonable costs and expenses actually incurred by County in connection with this Amendment and the related transactions and documentation described herein, including, without limitation, the reasonable attorneys' fees and costs of County's counsel in connection with the negotiation and preparation of this Amendment and the documents referred to herein.

12. Miscellaneous.

12.1 No Modification. Except as referenced herein, the Concession Agreement has not been modified, amended or supplemented, and the Concession Agreement is and remains in full force and effect.

12.2 Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

12.3 Time of the Essence. Time is of the essence with respect to this Amendment.

12.4 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

12.5 No Waiver. Except as expressly provided herein, County shall not be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Concession Agreement, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Concession Agreement, at law or in equity.

12.6 Controlling Provisions. In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Concession Agreement, the provisions of this Amendment shall govern and prevail.

12.7 Integration and Merger. This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Concessionaire regarding the modification of the Concession Agreement and supersede all prior agreements, term sheets and understandings between County and Concessionaire, whether written or oral, with respect to the modification of the Concession Agreement.

12.8 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Concession Agreement contemplated by this Amendment.

12.9 Further Assurances. At County's request, Concessionaire shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that County determines is necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

12.10 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

12.11 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

12.12 Signature in Counterparts. This Amendment may be signed in any number of counterparts. Each counterpart shall represent an original of this Amendment, and all such counterparts shall collectively constitute one fully-executed document.

[SIGNATURES ON FOLLOWING PAGE]

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

THE COUNTY OF LOS ANGELES

By: _____
Gary Jones, Director of Department of
Beaches and Harbors

SEA VIEW RESTAURANTS, INC., a California
corporation

By: [Signature]
Name: Richard J. Riordan
Title: President

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: _____
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, MINDY K. SHERWOOD, Deputy County Clerk, 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.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles
State of California

By _____
Deputy County Clerk

(Seal)

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

THE COUNTY OF LOS ANGELES

By: _____
Gary Jones, Director of Department of
Beaches and Harbors

SEA VIEW RESTAURANTS, INC., a California
corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By:  _____
Deputy

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, MINDY K. SHERWOOD, Deputy County Clerk, 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.

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WITNESS my hand and official seal.


DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles
State of California

By _____
Deputy County Clerk

(Seal)

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

THE COUNTY OF LOS ANGELES

By: 
Gary Jones, Director of Department of
Beaches and Harbors

SEA VIEW RESTAURANTS, INC., a California
corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: _____
Deputy

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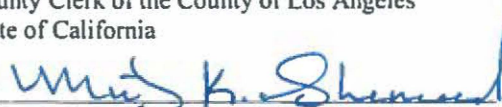
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 31, 2018, before me, MINDY K. SHERWOOD, Deputy County Clerk, personally appeared Gary Jones 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.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles
State of California

By: 
Deputy County Clerk



CONSENT AND AGREEMENT

The undersigned, California Beach Restaurants, Inc. ("CBRI"), as Guarantor under that certain Guaranty dated March 29, 2005, executed by CBRI in favor of County of Los Angeles ("Guaranty"), hereby consents to the foregoing Fourth Amendment to Concession Agreement For Will Rogers State Beach Park Restaurant ("Fourth Amendment"), and agrees that the Guaranty remains in full force and effect with respect to the Concession Agreement (as defined in the Fourth Amendment), as amended by such Fourth Amendment.

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By: 

Name: Richard J. Riordan

Its: President

CONSENT AND AGREEMENT

The undersigned, Richard J. Riordan, as an individual and in his capacity as the Trustee of the Richard J. Riordan Trust DTD August 30, 1996 ("Riordan"), as Guarantor under that certain Guaranty dated June 7, 2016, executed by Riordan in favor of County of Los Angeles ("**Principal Guaranty**"), hereby consents to the foregoing Fourth Amendment to Concession Agreement For Will Rogers State Beach Park Restaurant ("**Fourth Amendment**"), and agrees that the Principal Guaranty remains in full force and effect with respect to the Concession Agreement (as defined in the Fourth Amendment), as amended by such Fourth Amendment.

RICHARD J. RIORDAN, an individual

A handwritten signature in blue ink, appearing to read "Richard J. Riordan", written over a horizontal line.

RICHARD J. RIORDAN TRUST DTD AUGUST
30, 1996

A handwritten signature in blue ink, appearing to read "Richard J. Riordan", written over a horizontal line.
Richard J. Riordan, Trustee

EXHIBIT A
SCOPE OF IMPROVEMENTS

Gladstones Malibu

7300 Pacific Coast Highway
Pacific Palisades, Ca 90272

Rebrand/Reboot Budget

1/2/2018-4/1/2018

Project Manager

Jim Harris

Draftsman

Stephen Zwick

Designer

Ruth DeJong

Purpose

Fresh start for a successful and profitable final act.

| Date | Vendor | Description | Notes | Amount |
|------|---------------|-----------------------|---------------------------------------------------|--------------|
| 1/8 | Stephen Zwick | Professional Services | Scope of Work and Budget for lease amendment | \$23,000.00 |
| 1/15 | Chefs Toys | Kitchen Project | Replace line and repair all equipment. | \$146,527.23 |
| 1/18 | Casa Blanca | Contract Execution | Paint, Repairs, Rebuild and create custom pieces. | \$210,000.00 |

\$379,527.23

Signature

Date

CASA BLANCA CONSTRUCTION & DEVELOPMENT, INC.

LICENSE # 717346

BREAK DOWN BUDGET FOR:

17300 Pacific Coast Hwy, Pacific Palisades, CA 90272. Gladstones Restaurant

| | |
|---------------------------------|---------------------|
| DEMO | \$2,500.00 |
| TRASH HAULING AND DUMPING | \$2,500.00 |
| FRAMING FOR NEW DOORS | \$1,500.00 |
| DRYWALL | \$1,500.00 |
| NEW DOORS | \$6,000.00 |
| FLOORING INSERT AT ENTRY | \$5,000.00 |
| ELECTRICAL | \$5,000.00 |
| T BAR CEILING | \$12,000.00 |
| MILWORK, BOOTHS AND SEATING | \$40,000.00 |
| HARDWOOD FLOORING | \$9,000.00 |
| REFINISH DECKS | \$18,000.00 |
| REFINISH EXTERIOR TABLES | \$7,000.00 |
| INTERIOR PAINTING | \$16,000.00 |
| INTERIOR WOOD REFINISHING | \$14,000.00 |
| EXTERIOR PAINTING | \$35,000.00 |
| TOTAL CONSTRUCTION COSTS | \$175,000.00 |
| CONTRACTOR FEE | \$35,000.00 |
| | |
| TOTAL OVERALL COST | \$210,000.00 |

NOTE: The following is a budget only and may change depending on the exact type of finishes selected, as well as, the final scope of work. This does not include items such as -- Permits, architectural or engineering, and all other work or items not specifically mentioned above.

Prior to signing an agreement a more detailed description of work to be completed will be provided.

Sincerely,
Paul Kalt
Cell: 310-261-9145

CHEFS TOYS

Commercial Kitchen Design & Supply™

BUDGET

01/15/2018

Project:
Gladstones
17300 Pacific Coast Hwy
Pacific Palisades, CA 90272

From:
Chefs' Toys
Marga Yamada
2306 Cotner Ave.
Los Angeles, CA 90064
310-656-1010 106 (Contact)

| Item | Qty | Description | Sell | Sell Total |
|-------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| B19 | 1 ea | DUMP SINK Custom Model No. DUMP SINK Stainless steel cabinet, 24" x 24" x 36" high, with undelshelf on right side and sump sink. | \$1,495.47 | \$1,495.47 |
| | 1 ea | T&S Brass B-1110-LN Workboard Faucet, less nozzle, deck mounted, bronze body, lever handles, removable seats, 6-1/2"L x 2"W chrome-plated escutcheon, 4" centers, 1-1/2"L shanks, 1/2" IPS thread | | |
| | 1 ea | T&S Brass SSP-03A Equip Nozzle, 3" swivel gooseneck, 9-1/8" H, 2-13/16" spread, with 2.2 GPM aerator | | |
| K01 | 3 ea | GAS FLOOR FRYER Dean Industries Model No. D160G Decathlon Performance Fryer, gas, floor model, 75 lb. capacity, thermo tube-type design, thermatron controller, automatic melt cycle, boil-out temperature control, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, front, door & cabinet sides, 6" adjustable steel legs, 150,000 BTU, NSF, CSA, CE | \$5,297.50 | \$15,892.50 |
| | 3 ea | Natural gas (specify elevation if over 2,000 ft.) | | |
| | 3 ea | 120v/60/1-ph, 1.0 amp, per fryer control | | |
| | 3 st | Fryer: Casters, set of 4 (2) with brakes, in lieu of std. legs | | |
| K01.1 | 3 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | \$266.48 | \$799.44 |
| K02 | 2 ea | GAS COUNTERTOP GRIDDLE Vulcan Model No. VCRG48-M Griddle, countertop, gas, 48" W x 20-1/2" D cooking surface, 1" thick polished steel griddle plate, (4) burners, fully welded, manual control valve every 12", low profile, 4-1/2" grease can capacity, (1) burner, stainless steel front, sides & front top ledge, 4" adjustable legs, 100,000 BTU, CSA, NSF | \$2,195.06 | \$4,390.12 |
| | 2 ea | 1 year limited parts & labor warranty, standard | | |
| | 2 ea | Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.) (LP gas conversion kit supplied with unit) | | |
| K02.1 | 2 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR | \$266.48 | \$532.96 |

Initial: _____
Page 1 of 8

| Item | Qty | Description | Sell | Sell Total |
|-------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| | | Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | | |
| K-03 | 2 ea | RANGE, 36", 6 OPEN BURNERS Imperial Model No. IR-6 Restaurant Range, gas, 36", (6) open burners, standard oven, (1) chrome rack, removable crumb tray, stainless steel front, sides, backguard, landing ledge & kick plate, 6" legs, adjustable feet, 227,000 BTU, NSF, CE, CSA Flame, CSA Star 2 ea Limited one year parts and labor warranty, standard 2 ea Natural gas (must specify elevation if over 2000 ft) 2 ea 6" Stainless steel stub back in lieu of standard backguard 2 ea Swivel casters (set of 4) two with brakes, per set | \$3,409.29 | \$6,818.58 |
| K03.1 | 2 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | \$266.48 | \$532.96 |
| K-04 | 2 ea | CHARBROILER, GAS, COUNTERTOP Vulcan Model No. VCCB36 Charbroiler, gas, countertop, 36", (6) 14,500 BTU cast iron burners, infinite heat controls, reversible grates, stainless steel front, sides, top trim, backsplash & grease trough, 4" adjustable legs, 87,000 BTU, CSA, NSF 2 ea 1 year limited parts & labor warranty, standard 2 ea Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.) | \$4,212.77 | \$8,425.54 |
| K04.1 | 2 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | \$266.48 | \$532.96 |
| K05 | 1 ea | SALAMANDER BROILER, GAS Vulcan Model No. 36IRB Salamander Broiler, gas, 36" wide, 30,000 BTU heavy duty infrared burner, dual control, (6) grid positions, removable pan, stainless steel front, top and sides, 3/4" gas rear connection & pressure regulator 1 ea 1 year limited parts & labor warranty, standard 1 ea Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.) 1 ea Countertop | \$2,987.10 | \$2,987.10 |
| K06 | 1 ea | SALAMANDER BROILER, GAS Vulcan Model No. 36IRB | \$2,987.10 | \$2,987.10 |

| Item | Qty | Description | Sell | Sell Total |
|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| | | Salamander Broiler, gas, 36" wide, 30,000 BTU heavy duty infrared burner, dual control, (6) grid positions, removable pan, stainless steel front, top and sides, 3/4" gas rear connection & pressure regulator | | |
| | 1 ea | 1 year limited parts & labor warranty, standard | | |
| | 1 ea | Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.) | | |
| | 1 ea | Countertop | | |
| K-07 | 2 ea | EQUIPMENT STAND, REFRIGERATED BASE | \$5,021.94 | \$10,043.88 |
| | | True Manufacturing Co., Inc. Model No. TRCB-48 | | |
| | | Refrigerated Chef Base, 48-3/8"L, one-piece 300 series 18 gauge stainless steel top with V edge, stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, (2) drawers [accommodates (2) 12"x20"x4" pan/drawer, NOT included], 4" castors, 1/5 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, MADE IN USA | | |
| | 2 ea | Self-contained refrigeration standard | | |
| | 2 ea | Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics | | |
| | 2 ea | Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics | | |
| | 2 ea | 4" Castors, standard | | |
| K-08 | 1 ea | EQUIPMENT STAND, REFRIGERATED BASE | \$6,086.73 | \$6,086.73 |
| | | True Manufacturing Co., Inc. Model No. TRCB-72 | | |
| | | Refrigerated Chef Base, 72-3/8"L base, one-piece 300 series 18 gauge stainless steel top with V edge, stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, (4) drawers [accommodates (2) 12"x20"x4" pans, NOT included], 4" castors, 1/3 HP, 115v/60/1, 9.9 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA | | |
| | 1 ea | Self-contained refrigeration standard | | |
| | 1 ea | Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics | | |
| | 1 ea | Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics | | |
| | 1 ea | 4" Castors, standard | | |
| K18A | 1 ea | CONVECTION OVEN, GAS | \$5,058.72 | \$5,058.72 |
| | | Blodgett Oven Model No. ZEPH-100-G SGL | | |
| | | Zephair Convection Oven, gas, single-deck, standard depth, capacity (5) 18" x 26" pans, (SSI-D) solid state infinite controls with digital timer, two speed fan, dependent glass doors, interior light, stainless steel front, sides and top, 25" stainless steel legs, 50,000 BTU, ETL, NSF | | |
| | 1 ea | 2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard | | |
| | 1 ea | Natural gas | | |
| | 1 ea | 115v/60/1-ph, 6.0 amps, 2-wire with ground, cord & plug, 1/2 hp, standard | | |
| | 1 ea | SSI-D Solid State infinite with digital timer, standard | | |
| | 1 ea | Venting to be determined | | |
| | 1 ea | 29" fully welded open stand, stainless steel, with pan supports | | |

| Item | Qty | Description | Sell | Sell Total |
|--------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| | 1 ea | 6" stem casters | | |
| | 1 ea | NOTE: DO NOT deduct cost of standard legs | | |
| K18A.1 | 1 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | \$266.48 | \$266.48 |
| K18-B | 1 ea | COMBI OVEN, GAS RATIONAL Model No. B128206.19E (QUICK SHIP) (SCC 102NG) SelfCooking Center® Combi Oven/Steamer, natural gas, iCookingControl with 7 modes, HiDensityControl®, iLevelControl, Efficient CareControl, Combi-Steamer with 3 modes, (10) 18"x26" or (20) 12"x20" pan capacity, core temp probe with 6 point measurement, hand shower with automatic retracting system, ships with (5) grid shelves, ethernet interface, 208v/60/1-ph, 8'cord, NEMA 6-15P, 170,000 BTU (dual voltage: retrofitable to 240v/60/1-ph, 170,000 BTU) ENERGY STAR® | \$25,999.90 | <Optional> |
| | 1 ea | NOTE: All discounts subject to approval by manufacturer | | <Optional> |
| | 1 ea | 2 years parts and labor warranty | | <Optional> |
| | 1 ea | CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge | | <Optional> |
| | 1 ea | 9999.9951 RCI Rational Certified Installation, new certified installation cost for a countertop model is \$1000 for the first unit (61/62/101/102) (Pricing based on a 50 mile radius, Additional charges may apply, See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET) | | <Optional> |
| | 1 ea | 9999.9812 Pre-Installation Site Survey, ensures that the site has proper space and connections for gas, electric, drain & water, includes 50 miles (100 miles round trip) from the installer, can only be purchased with a Certified Installation, THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET) | | <Optional> |
| | 1 ea | 8720.1561US Installation Kit, for gas SCC WE/CMP 102G (208-240/60/1ph); gas SCC WE/CMP 201G (120/60/1ph); gas SCC WE/CMP 202G (208-240/60/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET) | | <Optional> |
| | 1 ea | 1900.1154US Water Filtration Single Cartridge System, for any single Combi model or Combi-Duo models XS/XS, 61/61 or 61/101, includes: (1) single head with pressure gauge, R95H filter & filter installation kit | | <Optional> |
| | 1 ea | NOTE: The Rational Water Filtration Systems helps provide consistent high quality water to your RATIONAL SelfCooking Center or your CombiMaster Plus. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates | | <Optional> |
| | 1 ea | NOTE: All public water systems using surface water and most ground water systems treat with either chlorine/chloramine or chlorine dioxide (EPA will allow levels as high as 4ppm safe for drinking water, | | <Optional> |

| Item | Qty | Description | Sell | Sell Total |
|--------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| | | exceeding our maximum level of .2ppm. | | |
| | 1 ea | NOTE: Chloride concentrations above 80ppm can cause corrosion. RATIONAL Water Filtration does NOT reduce chloride | | <Optional> |
| | 1 ea | Free Water Testing Kits are available (contact factory for info) | | <Optional> |
| | 1 ea | Door hinged on right std. | | <Optional> |
| | 1 ea | 60.30.332 UG II Mobile Oven Stand, 14 supporting rails, side panels and top closed, rear panel open, height 26-3/8", stainless steel construction, for SCC 62/CMP 102 series | | <Optional> |
| K18B.1 | 1 ea | SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT2S48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 2 Swivel MAX®, 1 full port valve, coiled restraining cable with hardware, 160,000 BTU/hr minimum flow capacity, limited lifetime warranty | \$266.48 | <Optional> |
| K19 | 1 ea | ICE CREAM DIPPING CABINET Master-Bilt Products Model No. DC-4D Ice Cream Dipping Cabinet, dip (5) 3 gallon, store (2) 3 gallon, cold-wall evaporator, painted textured galvanized steel exterior, galvanized steel interior, stainless steel top with anti-condensate heater, flip lid, temperature range 10° to -10°F, 1/4 hp, 115v/60/1-ph, 5.7 amps, 9' cord, NEMA 5-15P, cULus, NSF, Made in USA | \$2,585.88 | \$2,585.88 |
| | 1 ea | 2 year parts and labor warranty | | |
| | 1 ea | 5 year compressor part warranty | | |
| | 1 ea | White textured exterior finish, standard | | |
| | 1 st | A039-11140 Casters, 2" dia. (set of 4) | | |
| K21A | 1 ea | REFRIGERATED PREP TABLE Custom Model No. REFRIGERATED PREP TABLE Custom stainless steel refrigerated prep table with 6 drawers and double overshef. Unit approximately 78" x 36" including overhang on right side, on 6" legs and designed for remote refrigeration. | \$10,962.00 | \$10,962.00 |
| | 1 ea | CONTROLS Evaporators and controls for refrigerated prep table. | | |
| K21B | 1 ea | REFRIGERATION Custom Model No. REFRIGERATION Labor to connect new refrigerated prep table to existing remote refrigeration system. Included (1) pump down, disconnect old unit and seal the lines and re-start existing equipment connected to same condensing unit. When the new unit is set in place, pump down system, connect the new fixture, evacuate, and restart the equipment. | \$4,200.00 | \$4,200.00 |
| K36 | 1 ea | PROOFER CABINET, MOBILE Metro Model No. C539-CDC-U C5™ 3 Series Heated Holding & Proofing Cabinet, with Red Insulation Armour™, mobile, full height, insulated, Dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, | \$2,861.55 | \$2,861.55 |

| Item | Qty | Description | Sell | Sell Total |
|------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| | | cULus, NSF | | |
| K37 | 2 ea | HEAT LAMP Hatco Model No. GRAH-48D3 Glo-Ray® Infrared Foodwarmer, high wattage, tubular metal heater rod, double heater rod housing 3" spacing, aluminum construction, 2200 watts, NSF, cUL, UL | \$679.20 | \$1,358.40 |
| | 1 ea | NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details | | |
| | 1 ea | NOTE: Includes 24/7 parts & service assistance, call 800-558-0607 | | |
| | 2 ea | One year on-site parts and labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements | | |
| | 2 ea | 120v/60/1-ph | | |
| | 2 ea | RMB-14L Remote Control Enclosure, (2) infinite switches, (2) indicator lights (for 120 volt only) | | |
| | 2 ea | STANDARD Clear Anodized Aluminum (housing), standard (Available at time of purchase only) | | |
| | 2 ea | STANDARD Clear Anodized Aluminum, standard (Available at time of purchase only) | | |
| K38 | 2 ea | HEAT LAMP Hatco Model No. GRAH-60D3 Glo-Ray® Infrared Foodwarmer, high wattage, tubular metal heater rod, double heater rod housing 3" spacing, aluminum construction, 2800 watts, NSF, cUL, UL | \$766.20 | \$1,532.40 |
| | 1 ea | NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details | | |
| | 1 ea | NOTE: Includes 24/7 parts & service assistance, call 800-558-0607 | | |
| | 2 ea | One year on-site parts and labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements | | |
| | 2 ea | 120v/60/1-ph | | |
| | 2 ea | RMB-14L Remote Control Enclosure, (2) infinite switches, (2) indicator lights (for 120 volt only) | | |
| | 2 ea | STANDARD Clear Anodized Aluminum (housing), standard (Available at time of purchase only) | | |
| | 2 ea | STANDARD Clear Anodized Aluminum, standard (Available at time of purchase only) | | |
| K39C | 1 ea | HOT FOOD WELL UNIT, DROP-IN, ELECTRIC Wells Model No. MOD-300T Food Warmer, top-mount, built-in, electric, (3) 12" x 20" openings, wet/dry operation, thermostatic controls, stainless steel interior, insulated aluminized steel housing, cULus | \$1,511.98 | \$1,511.98 |
| | 1 ea | Limited 2 year parts & 1 year labor warranty, standard | | |
| | 1 ea | Note: Must specify voltage and phase | | |
| | 1 ea | 21892 208/240v/60/1-ph or 3-ph, 1.24/1.65 kW per well, field wired (field convertible) | | |
| K40A | 1 ea | WORK TABLE, STAINLESS STEEL TOP GSW USA Model No. WT-PB3072W Premium Work Table, 72"W x 30"D x 35"H, 16/6 gauge stainless steel sound deadened top with 4" backsplash, stainless steel undershelf, | \$636.46 | \$636.46 |

| Item | Qty | Description | Sell | Sell Total |
|------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| | | stainless steel legs with adjustable plastic bullet feet, all welded construction, ETL | | |
| K40B | 1 ea | SOUP COUNTER Custom Model No. SOUP COUNTER Custom stainless steel bain marie, gas burner with legs and open leg structure, approximately 30" x 36" with 24" x 24" square tank with drain and overflow. | \$3,036.00 | \$3,036.00 |
| K-59 | 1 ea | PLANETARY MIXER Hobart Model No. HL600-1 200-240/50/60/3/1 Mixer; without attachments; US/EXP configuration Legacy Planetary Mixer - Unit Only, 2.7 HP, 60 quart capacity, (4) fixed speeds, gear-driven transmission, 50-Minute SmartTimer™, #12 taper attachment hub, power bowl lift, stainless steel bowl guard | \$16,640.40 | \$16,640.40 |
| | 1 ea | Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA | | |
| K60 | 28 ea | WIRE SHELVING Metro Model No. A2460NK3 Super Adjustable Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | \$217.06 | \$6,077.55 |
| | 23 ea | A2448NK3 Super Adjustable Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| | 4 ea | A1848NK3 Super Adjustable Super Erecta® Shelf, wire, 48"W x 18"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| | 32 ea | 86PK3 Super Erecta® SiteSelect™ Post, 86-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection | | |
| | 6 ea | A1860NK3 Super Adjustable Super Erecta® Shelf, wire, 60"W x 18"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| | 24 ea | 63PK3 Super Erecta® SiteSelect™ Post, 62-7/16"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection | | |
| | 1 ea | New Age 31842TT7 Keg Rack, 42"W x 18"D x 76"H, (4) 1/2 barrel keg capacity or (12) 1/6 barrel keg capacity, (3) shelves, "T"-Bar shelves, aluminum construction, Made in USA | | |
| | 2 ea | New Age 1288 Keg Rack, 80"W x 18"D x 76"H, (8) 1/2 barrel keg capacity or (26) 1/6 barrel keg capacity, (3) shelves, "T"-Bar shelves, aluminum construction, NSF, Made in USA | | |
| | 2 ea | New Age 94030 U-Brace, 18" x 80" x 2", all welded aluminum construction, NSF | | |
| K65 | 5 ea | WIRE SHELVING Metro Model No. A2448NK3 Super Adjustable Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® | \$555.07 | \$2,775.36 |

| Item | Qty | Description | Sell | Sell Total |
|-------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| | | antimicrobial protection, NSF | | |
| 20 ea | | A2454NK3 Super Adjustable Super Erecta® Shelf, wire, 54"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| 5 ea | | A2436NK3 Super Adjustable Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| 5 ea | | A2472NK3 Super Adjustable Super Erecta® Shelf, wire, 72"W x 24"D, Metroseal 3 (corrosion-resistant) finish, corner release system, with Microban® antimicrobial protection, NSF | | |
| 32 ea | | 86PK3 Super Erecta® SiteSelect™ Post, 86-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection | | |
| DI-1 | 1 ea | INSTALLATION Custom Model No. INSTALLATION Remove and dispose of equipment to be replaced. Receive, uncrate and set in place of new equipment, including level and seal to wall as applicable. No plumbing, electrical or any general contracting work included | \$13,200.00 | \$13,200.00 |
| DI-2 | 1 ea | FIRE SYSTEM Custom Model No. INSTALLATION Budget to re-work fire system for addition of Rational unit. | \$6,000.00 | <Optional> |
| DI-3 | 1 ea | DELIVERY Custom Model No. DELIVERY Staging and delivery of equipment. | \$1,200.00 | \$1,200.00 |
| | | | Merchandise | \$135,428.52 |
| | | | Tax 9.5% | \$11,098.71 |
| | | | Total | \$146,527.23 |

ITEMS NOT INCLUDED:

Seismic attachments and/or engineering. Plumbing, Electrical or General Contracting work, whether for rough-in or final connection. Concrete work, coring or patching. Union installation. Crane or Forklift.

All work to be performed during normal working hours, Monday through Friday.

Acceptance: _____ Date: _____
 Printed Name: _____



STEPHEN H. ZWICK FCSI
California

LOS ANGELES OFFICE

1638 Granville Ave #9
West Los Angeles, CA 90025
Telephone: (310) 425-9681

INTERNET

WWW.ZTECTURE.COM

ztect@ztecture.com

VIA: Email

January 08, 2018

Attn. Richard J. Riordan
Gladstones Malibu
17300 Pacific Coast Highway
Pacific Palisades, CA 90272

PROFESSIONAL SERVICES PROPOSAL

Project Statement

This proposal represents the preliminary pricing and subsequent design, design documentation and construction admin phases required to address any issues Gladstones has with the health department, to improve some operational issues and to improve the front of house appearance. The following scope of work involved was determined after the initial pre-design phase. The scope will be further refined once the preliminary pricing phase is completed.

Project Professional

Architect, Design & Food Equipment:
Ztecture Inc
Stephen Zwick, FCSI RA

Project Scope

Pre-design

Based on the scope determined a little additional survey work will be required to document the deck area:

Preliminary pricing for leasing phase.

This phase will show the following-

On the equipment plan

- Equipment being replaced
- Specifying and pricing for this equipment

On a preliminary design/architectural plan including

- Indicating general seating modifications in bar area and for main indoor dining area
- Noting future finish changes for paints on walls, floor, stains, etc.
- Noting future back bar changes
- Noting addressing healthcare issues for hot water, and needing to correct this
- Noting replacing ceiling tile
- Noting possible fire pit for area of seating just off the entry
- Coordinating wayfinding signage
- Noting to deal with roof leaks damaging existing ceiling tiles.
- Noting dealing with electrical issues for pass through heat lamps
- Noting changes to hostess stand at entry to lot and to main restaurant building
- Noting location for exterior portable bar
- Noting replaced waiter station on deck
- Noting new chair rail on ocean front walk way

- Noting installation of eliason doors at waiter pick-up to reduce vision into kitchen
- Noting install of wall between service bar and prep area to reduce view into the kitchen

This plan will be provided to contractor who will also walk the space and give preliminary pricing.

After all the pricing is determined and the lease renegotiated, the exact scope of the project will be further refined from this menu of items above.

A documentation phase for kitchen equipment and kitchen related items

this phase will be next for submission to the health department for review. This will include equipment plans, schedule, elevations, and cut sheets for the altered areas. This will further refine the equipment specifications for more exact pricing.

This excludes health dept submission fees.

Front of House Design Phase

While the kitchen phase is occurring, I will be working on a design phase finalizing any and all seating, hostess/wait station, bar, back bar changes. This design phase will include a package that will include material boards and rendering depicting all these changes and finishes as well as any furniture selections.

Documentation Phase of Design phase

Once everyone agree on the design and material/color selections, I will detail all furniture, millwork and drawings required to finalize pricing and make the design changes. These documents will be created for direct pricing from vendors or through the GC.

Pricing Phase-

Pricing and negotiating of pricing after all kitchen and design documentation is done

Construction Administration Phase

Overview of work during construction phase including review of shop drawings, responses to contractor questions, and job site meetings as required

Exclusions

This project is based upon all front and back of house modifications will NOT require building permits. So a building permit phase is not part of the scope of work.

Client Responsibilities

- Provide time and access to conduct any additional survey work of existing conditions if required.
- As noted above, as required, site surveyor work to verify spots elevations noted in pre-existing documents or provide new spot elevations if the documented spot elevations are wrong.
- Coordinate all design and documentation review meetings via conferences in person or on computer

Fees

Preliminary design and pricing phase- 5k

Equipment documenting/procurement/approval phase - 3k

Design phase - \$7 k

Design document phase \$3k

Finalize procurement for equipment and FFE items as well as GC pricing= \$2 k

Construction admin phase \$3k

Total fee = \$23,000 (Twenty-three thousand dollars)

Regarding fees:

- Fee excludes any permit submissions and filing fees
- Fee excludes detailed equipment specifications
- Fee excludes any additional drawings required for permit submissions that shall be provided by engineering consultants e.g. photometric plans

Rates for Excluded & Additional Services

- \$155.00 per hour
- At cost if required per visit for transportation & hotel
- \$3.00 per printed sheet
- \$0.565 per mile
- \$35 Fedex

Invoice & Payment Schedule

- The \$7,000.00 of the proposed amount is a required deposit to begin work. The remaining balance of the amount will be billed after all documents are done
- Balance of payment is due within 30 days of delivering documents and receiving invoices from Ztecture Inc
- Disputed Items: Any disputed items on an invoice must be brought to Ztecture Inc's attention, in writing, within 15 days of the invoice date. All undisputed items on an invoice are to be paid within 15 days. All items not disputed within 15 days are to be paid in full.
- Failure to Pay: If unable to collect payment for services, Ztecture Inc reserves the right to "pull" our plans and revoke the right to use the plans for further use. Any legal fees that result from failure to pay for services will be charged to the client's account that are not the fault of Ztecture, Inc.

Collections

If unable to collect payment for services, Ztecture, Inc reserves the right to send unpaid accounts to a collection service. All fees, legal and otherwise, associated with and the result of such collections that are not the fault of Ztecture, Inc will be the responsibility of the client.

Ownership and Use of Instruments of Service

All documents produced by the Architect under the Agreement are instruments of service and the Architect shall be considered their author and shall own and retain the copyright in them. The Client shall be entitled to own a copy of such documents and shall have a non-exclusive license to use, copy and reproduce them. Such license shall not be transferable except with the Architect's written consent, and shall be irrevocable

upon payment in full of all amounts due to the Architect under the Agreement. The Architect shall not be responsible for changes made in such documents by anyone other than the Architect. The Client shall indemnify, hold harmless and defend the Architect against all claims and liability arising out of such changes or uses by the Client in violation of the terms of the Agreement.

Additional Services

For work that is not covered in the above description of responsibilities (i.e. Contract), Architect will notify client in writing or via email with a description of this work prior to start of work. Architect will either request that this work be done at the hourly rates given in the rate schedule or as a lump sum to which both parties agree.

Procedure for Requesting Additional Services:

1. If major or numerous cumulative changes are made after various phases are completed, architect will request in writing additional fees for additional services subject to client approval.
2. If work is requested, or meetings required beyond scope of items delineated above, architect will request in writing additional fees for additional service subject to client approval.
3. All requests for additional services shall be approved/disapproved within five days. If no written notification is given, all requests will be considered approved.

Termination

Either the Client or the Design Professional may terminate this Agreement at any time with or without cause upon giving the other party seven (7)-calendar days' prior written notice. The Client shall within seven (7) calendar days of termination pay the Design Professional for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Timely payments of amounts due for Services and Reimbursable Expenses shall constitute a condition precedent to the Architect's continued performance of its obligations under the Agreement. If the Architect so chooses, the Architect may treat a failure of the Client to make timely payments to the Architect as a suspension by the Client of the Architect's Services. The Architect shall notify the Client in writing if the Architect chooses to treat late payments in the manner described herein.

Execution

This proposal is to be signed and returned as a notice to proceed. A separate letter may be provided as a notice to proceed, in lieu of signing this contract and proposal. A copy of this contract and proposal are to be included as an addendum or exhibit in any contract provided to Ziecture, Inc. for signature.

Submitted by:

Stephen H. Zwick RA, FCSI
For ZTECTURE Inc.

Date

Accepted by:


Richard J. Riordan
For Gladstones Malibu

1/31/18

Date

THIRD AMENDMENT TO CONCESSION AGREEMENT
FOR WILL ROGERS STATE BEACH PARK RESTAURANT
(Gladstone's Restaurant)

THIS THIRD AMENDMENT TO CONCESSION AGREEMENT FOR WILL ROGERS STATE BEACH PARK RESTAURANT (this "**Amendment**") is dated for reference purposes as of June 7, 2016 by and between the COUNTY OF LOS ANGELES ("**County**") and SEA VIEW RESTAURANTS, INC., a California corporation ("**Concessionaire**").

RECITALS

A. County and Concessionaire are parties to that certain Concession Agreement for Will Rogers State Beach Park Restaurant dated as of November 1, 1997 ("**Original Concession Agreement**"), as amended by that certain First Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of February 9, 1999 ("**First Amendment**") and Second Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of March 29, 2005 ("**Second Amendment**"), pursuant to which Concessionaire operates a restaurant known as "Gladstone's" on certain real property located in the County of Los Angeles, State of California and more particularly described therein. The Original Concession Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Concession Agreement**."

B. Following the Second Amendment, Concessionaire delivered and subsequently maintained a letter of credit in favor of County in the principal amount of Four Hundred Thousand Dollars (\$400,000.00) (the "**Letter of Credit**"). As a result of Concessionaire's failure to timely pay certain rent under the Concession Agreement, and with the cooperation and approval of Concessionaire, County made a draw on the full amount of the Letter of Credit in the amount of \$400,000 (the "**Letter of Credit Funds**"). County has applied all of the Letter of Credit Funds against rent payable by Concessionaire under the Concession Agreement.

C. As required by the Second Amendment, California Beach Restaurants, Inc. ("**Parent**") executed a Guaranty dated March 29, 2005 in favor of County (the "**Parent Guaranty**"), pursuant to which Parent guaranteed the full payment and performance of all of Concessionaire's obligations under the Concession Agreement. The Parent Guaranty remains in full force and effect.

D. Also as required by the Second Amendment, Parent entered into a Security Agreement dated March 29, 2005 with County (the "**Security Agreement**") pursuant to which Parent granted to County a security interest in all of Parent's right, title and interest in and to the Name Rights and the Royalties (as such terms are defined in the Security Agreement) to secure its obligations under the Parent Guaranty.

E. Concessionaire has requested County to agree to a fifty percent (50%) reduction in the Monthly Minimum Rent and a termination of the Monthly Supplemental Rent payable by Concessionaire under the Concession Agreement for the period from March 1, 2016 through October 31, 2017, the scheduled expiration date of the term of the Concession Agreement ("**Remaining Term**").

F. County is willing to agree to such Monthly Minimum Rent reduction and Monthly Supplemental Rent termination in accordance with and subject to the terms and provisions set forth in this Amendment, and conditioned upon (a) execution by Richard Riordan, both in his capacity as an individual and in his capacity as Trustee of the Richard J. Riordan Trust DTD August 30, 1996 (collectively, "**Principal**"), of a guaranty pursuant to which Principal guarantees the full payment and performance of all obligations and liabilities of Concessionaire under the Concession Agreement during the Remaining Term, which guaranty shall be in lieu of any further requirement by Concessionaire to maintain any letter of credit under the Concessionaire Agreement, (b) the irrevocable and present transfer by Parent to County of full lien-free title to and ownership of the Name Rights and the Royalties, subject only to (i) the right of Concessionaire to use the Name Rights for the operation of the Premises pursuant to Concessionaire's rights as "Licensee" under the License Agreement referenced in Section 6.11 of the Second Amendment (also described in Item 2 of Exhibit C to the Security Agreement) (the "**Concessionaire License Agreement**"), until the expiration or earlier termination of the Term of the Concession Agreement, including any extension term thereof, (ii) the rights of the third party licensees under the LAX License Agreement and Pike License Agreement (as defined below) and (iii) the Security Agreement, (c) the agreement of Concessionaire to assign and transfer to County at the expiration or earlier termination of the Term of the Concession Agreement, or any extension term thereof, all permits and licenses for the sale of alcoholic beverages in and from the Premises ("**Premises Liquor Licenses**"), and (d) certain other conditions set forth herein.

G. County and Concessionaire desire to modify the Concession Agreement in certain additional respects set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Concessionaire agree as follows:

1. Definitions. All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Concession Agreement.

2. Existing Concession Agreement. To induce County to enter into this Amendment, Concessionaire hereby represents, warrants, certifies and stipulates that each of the following statements is true and correct:

2.1 Enforceability. The Concession Agreement is valid, binding and enforceable against Concessionaire, subject to the effect of bankruptcy and similar laws affecting the enforcement of creditors' rights generally and to the discretion of a court of equity to enforce equitable remedies.

2.2 No Defenses. Concessionaire does not have any defenses, counterclaims or offsets to the payment of any amounts payable under the Concession Agreement, and, to Concessionaire's current actual knowledge, no event, circumstance or condition has occurred or currently exists, that constitutes, or with notice and/or the expiration of any applicable grace or cure period would constitute, a breach or default by County under the Concession Agreement.

3. Adjustment to Rent.

3.1 Reduction in Monthly Minimum Rent. Subject to the terms and conditions of this Amendment, effective retroactive to March 1, 2016 and continuing through the expiration of the Remaining Term or such earlier date as the Concession Agreement is terminated, the Monthly Minimum Rent under Section 4.2.1 of the Concession Agreement is reduced to Seventy-Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$72,916.67) per month. During such period, as provided in Section 4.2 of the Concession Agreement, Concessionaire shall continue to be obligated to pay on a monthly basis the greater of (a) the Monthly Minimum Rent (as reduced pursuant to this paragraph) or (b) Percentage Rent. During the Remaining Term there shall be no further adjustments to the amount of Monthly Minimum Rent pursuant to Section 4.3 of the Concession Agreement.

3.2 Monthly Supplemental Rent. Effective retroactive to March 1, 2016 the Monthly Supplemental Rent set forth in Section 4.7.2 of the Concession Agreement is reduced from \$1,250 per month to \$0.

3.3 No Further Letter of Credit Requirement. Sections 8.1, 8.2 and 14.1.3 of the Concession Agreement are hereby deleted. All other references to a letter of credit in the Concession Agreement are also hereby deleted. Lessee shall not be required hereafter to maintain any letter of credit security deposit with County.

3.4 Rental Balance. Taking into consideration the application of the Letter of Credit Funds, the Monthly Minimum Rent reduction and Monthly Supplemental Rent termination set forth in this Amendment, and payments made by Concessionaire to County through the date of this Amendment, as of the date of this Amendment Concessionaire has paid all Monthly Minimum Rent and Monthly Supplemental Rent payable under the Concession Agreement through the month of August, 2016 except for \$1,250.00 payable on or before August 1, 2016.

4. Principal Guaranty. Concurrent with the execution and delivery of this Amendment, Concessionaire shall cause Principal to execute and deliver a guaranty of the full payment and performance of all obligations and liabilities of Concessionaire under the Concession Agreement arising on and after the date of this Amendment in the form attached to this Amendment as Exhibit A (the "**Principal Guaranty**").

5. Transfer of Ownership of Naming Rights and Royalties. Concurrent with the execution and delivery of this Amendment, Concessionaire shall cause Parent to assign and transfer to County (a) lien-free ownership of the Naming Rights and Royalties pursuant to an Assignment Agreement in substantially the form attached to this Amendment as Exhibit B (the "**Assignment Agreement**"), subject only to (i) Concessionaire's rights as "Licensee" under the Concessionaire License Agreement for the non-exclusive use of the Naming Rights until the termination or expiration of the Term of the Concession Agreement, or any renewal term of, for the sole purpose of the operation of the Premises in accordance with the Concession Agreement, (ii) the rights of the third party licensees under the License Agreement dated December 21, 2007 between Gladstone's Restaurant, a California corporation, as "Licensor", and Host International,

Inc., a Delaware corporation, as “Licensee”, concerning the operation of concessions at the Los Angeles International Airport (the “**LAX License Agreement**”) and the License Agreement dated January, 2003 between Parent, as “Licensor”, and Gladstone’s 4 Fish, LLC, a California limited liability company, as “Licensee”, concerning the operation of a restaurant and the sale of certain goods at The Pike at Rainbow Harbor in Long Beach, California (the “**Pike License Agreement**” and, together with the Concessionaire License Agreement and the LAX License Agreement, collectively, the “**Existing License Agreements**”), and (iii) the Security Agreement; and (b) Parent’s interest as “Licensor” in the Existing License Agreements. Concessionaire, as “Licensee” under the Concessionaire License Agreement agrees that all of its rights as “Licensee” under the Concessionaire License Agreement shall automatically terminate upon the expiration or any earlier termination of the Term of the Concession Agreement, or any extension term thereof, and that Concessionaire shall have no right to use the Naming Rights under the Concessionaire License Agreement from and after the expiration of earlier termination of the Term of the Concession Agreement, or any extension term thereof. Upon the assignment and transfer of the Naming Rights and Royalties and the Existing License Agreements, County shall credit any license fees actually received by County under the Existing License Agreements against the “Monthly Minimum Rent” and “Percentage Rent” payable by Concessionaire under this Amendment; provided, however, that such credit shall be expressly limited to the amounts of license fees actually received, and County shall have no duty or obligation to make collection efforts for such license fees.

6. Conditions to Rent Modifications. The reduction in the Monthly Minimum Rent and the termination of the Monthly Supplemental Rent set forth in Section 3 of this Amendment is conditioned upon the satisfaction or written waiver by County of the conditions precedent set forth in Sections 6.1 through 6.5 below. If any of such conditions are not satisfied or waived in writing by County, then County shall have the right to notify Concessionaire in writing that the reduction in Monthly Minimum Rent set forth in Section 3.1 of this Amendment and the termination of Monthly Supplemental Rent set forth in Section 3.2 of this Amendment are null and void, in which event the amount of Monthly Minimum Rent payable during the Remaining Term shall be \$145,833.33 per month retroactive to March 1, 2016 and the amount of Monthly Supplemental Rent payable during the Remaining Term shall be \$1,250.00 per month retroactive to March 1, 2016.

6.1 Additional Instruments. Concessionaire shall have caused Parent to execute and deliver to County, and cause to be filed (if and as applicable), such additional instruments (if any) as County reasonably determines are necessary or desirable to effectuate the transfer of lien-free ownership of the Naming Rights and Royalties to County, subject only to the Existing License Agreements.

6.2 UCC Lien Searches. County shall have received lien search reports, certified by the California Secretary of State, that provide that, except for any financing statements naming County as secured party, there are no financing statements naming Concessionaire or Parent as debtor and covering the FF&E, the Naming Rights or the Royalties on file with the California Secretary of State.

6.3 Trademark Search. County shall have received a lien search report, certified by the United States Patent and Trademark Office, that provides that, except for

any trademark security agreement naming County as secured party, there are no trademark security agreements or similar instruments covering the Naming Rights on file with the United States Patent and Trademark Office.

6.4 Assignment Agreement. Parent shall have executed and delivered to County the Assignment Agreement and the representations and warranties of Parent set forth therein shall be true and correct.

6.5 Principal Guaranty. Principal shall have executed and delivered to County the Principal Guaranty.

7. Statements of Gross Receipts. Concessionaire shall continue to be obligated to deliver a detailed statement of Gross Receipts for each calendar month within fifteen (15) calendar days following the end of such month and to accompany such statement within any Percentage Rent payable under Section 4.2 of the Concession Agreement. Such statement shall be in such form as reasonably acceptable to County and shall be certified as true and correct by Concessionaire's chief financial officer. Not later than sixty (60) days after the end of calendar year 2016, Concessionaire shall deliver to County an audited statement of Gross Receipts for calendar year 2016 audited by an accountant reasonably approved by County. Not later than sixty (60) days after the expiration of the Remaining Term, Concessionaire shall deliver to County an audited statement of Gross Receipts for the portion of calendar year 2017 included in the Remaining Term, audited by such accountant. Each such audited statement shall be accompanied by Concessionaire's payment of any additional Percentage Rent payable by Concessionaire under the Concession Agreement for such calendar year (or partial calendar year).

8. Transfer of Premises Liquor Licenses. Upon the expiration or earlier termination of the Term of the Concession Agreement, or any extension term thereof, Concessionaire shall transfer or cause to be transferred, the Premises Liquor Licenses to such person or entity as designated by County. Such transfer shall be effective as of the date of the expiration or earlier termination of the Term of the Concession Agreement, or any extension term thereof, or such later date as requested by County. Such transfer shall be effectuated pursuant to documentation reasonably requested by County. County, or its designee, shall be responsible for any transfer fee payable to applicable governmental authorities and any escrow fees to effectuate the transfer of the Premises Liquor Licenses under this paragraph. Neither County nor its third party designee shall be required to pay Concessionaire any transfer fee or other consideration for the Premises Liquor Licenses. Concessionaire shall keep the Premises Liquor Licenses in full force and effect during the remaining term of the Concession Agreement and continuing until the effective date of the transfer of the Premises Liquor Licenses to County's designee, and shall comply, or cause to be complied, with all terms, conditions and requirements of the Premises Liquor Licenses, and shall not commit or permit to be committed any violation with respect to the terms, conditions or requirements of the Premises Liquor Licenses. The transfer set forth in this Section 8 shall be subject to the agreement of County, upon request of Concessionaire, to cause the Premises Liquor Licenses to be re-conveyed to Concessionaire (or its designated Affiliate) if County and Concessionaire (or its Affiliate) enter into any new or replacement concession agreement for the operation of the Premises; provided, however, that this sentence shall not be construed or interpreted in any manner as a commitment or preference in favor of

Concessionaire or its Affiliate with respect to any future operation of the Premises after the expiration or earlier termination of the Concession Agreement.

9. Admission of New Shareholder; New Operator. Concessionaire shall have the right to admit Ron Salisbury as a new shareholder of Concessionaire as long as Principal continues to directly or indirectly own a majority of the ownership interest in Concessionaire and control the management of Concessionaire. County also approves the execution by Concessionaire of a management agreement with Ron Salisbury for the day-to-day operation and management of the Premises, as long as the Premises continues to be operated as Gladstone's restaurant.

10. Costs and Expenses. Concessionaire agrees to pay or reimburse County for all reasonable costs and expenses actually incurred by County in connection with this Amendment and the related transactions and documentation described herein, including, without limitation, the reasonable attorneys' fees and costs of County's counsel in connection with the negotiation and preparation of this Amendment and the documents referred to herein, the costs of the lien or other governmental related searches.

11. Miscellaneous.

11.1 No Modification. Except as referenced herein, the Concession Agreement has not been modified, amended or supplemented, and the Concession Agreement is and remains in full force and effect.

11.2 Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

11.3 Time of the Essence. Time is of the essence with respect to this Amendment.

11.4 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

11.5 No Waiver. Except as expressly provided herein, County shall not be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Concession Agreement, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Concession Agreement, at law or in equity.

11.6 Controlling Provisions. In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Concession Agreement, the provisions of this Amendment shall govern and prevail.

11.7 Integration and Merger. This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Concessionaire

regarding the modification of the Concession Agreement and supersede all prior agreements, term sheets and understandings between County and Concessionaire, whether written or oral, with respect to the modification of the Concession Agreement.

11.8 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Concession Agreement contemplated by this Amendment.

11.9 Further Assurances. At County's request, Concessionaire shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that County determines is necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

11.10 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

11.11 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]

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

THE COUNTY OF LOS ANGELES

By: Hilda F. Solis
Chair, Board of Supervisors

SEA VIEW RESTAURANTS, INC., a California corporation

By: _____
Name: _____
Title: _____

ORIGINAL
SIGNED

ATTEST:

LORI GLASGOW,
Executive Officer - Clerk of the Board of Supervisors

By: Rachelle Smithman
Deputy

MAY 3 1 2016

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: [Signature]
Deputy



LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By: Rachelle Smithman
Deputy

MAY 3 1 2016

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: [Signature]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 . . MAY 3 1 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

71035

Supplement No. 2

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

THE COUNTY OF LOS ANGELES

ORIGINAL
SIGNED

By: _____
Chair, Board of Supervisors

SEA VIEW RESTAURANTS, INC., a California corporation

By: [Signature]
Name: Richard J. Riordan
Title: Chief Executive Officer

ATTEST:

LORI GLASGOW,
Executive Officer, Clerk of the Board of Supervisors

ORIGINAL
SIGNED

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

ORIGINAL
SIGNED

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: [Signature]
ORIGINAL
SIGNED

71035

Supplement No. 3

CONSENT AND AGREEMENT

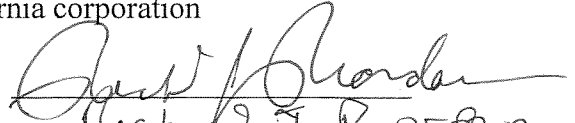
The undersigned, California Beach Restaurants, Inc. ("CBRI"), as Guarantor under that certain Guaranty dated March 29, 2005, executed by CBRI in favor of County of Los Angeles ("Guaranty"), hereby consents to the foregoing Third Amendment to Concession Agreement For Will Rogers State Beach Park Restaurant ("Third Amendment"), and agrees that the Guaranty remains in full force and effect with respect to the Concession Agreement (as defined in the Third Amendment), as amended by such Third Amendment.

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By:

Name:

Its:


Richard J. Riordan
Chief Executive Officer



(310) 305-9503 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

May 31, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 May 31, 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

**APPROVAL OF THE THIRD AMENDMENT TO CONCESSION AGREEMENT FOR WILL ROGERS
STATE BEACH PARK RESTAURANT SEA VIEW RESTAURANTS, INC.
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

Request for approval of the Third Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Amendment is categorically exempt from the California Environmental Quality Act pursuant to Section 15378(b) of the State CEQA Guidelines.
2. Approve the Third Amendment to Concession Agreement, and instruct the Chair of the Board to execute same, upon presentation by the Director of the Department of Beaches and Harbors, in a format substantially similar to the form attached as Attachment A ("Amendment), for the continued operation of Gladstone's Restaurant for the remaining term of the Concession Agreement.
3. Authorize the Director of the Department of Beaches and Harbors to execute and deliver documentation to secure the County's interests in the Concession Agreement, as may be required under the proposed Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

The County and Sea View Restaurants, Inc., a California corporation doing business as "Gladstone's" ("Concessionaire"), entered into that certain Concession Agreement dated November 1, 1997, as amended by First Amendment to Concession Agreement dated February 9, 1999 and Second Amendment to Concession Agreement dated March 29, 2005 ("Agreement"). Concessionaire operates a seafood restaurant located at 17300 Pacific Coast Hwy, Pacific Palisades, CA 90272 (Will Rogers State Beach). The Agreement is for a 20-year term that expires October 31, 2017.

In December 2015, Concessionaire requested a rent reduction based on a persistent drop in business. A significant and continuing decline in Concessionaire's financial position was substantiated through management financial statements and testimonial evidence that the restaurant's gross revenues had been in decline for an extended period, and that Concessionaire was poised to wind down its operations in anticipation of bankruptcy. To avoid closing the restaurant and having the building left vacant, and understanding that issuing a Request for Proposals to award the concession to a new operator and thereafter installing the new operator would take longer than the remaining term of the Agreement, the Department of Beaches and Harbors is proposing that the minimum rent for the Concession be reduced by 50% to allow Concessionaire to stay in business. The resulting reduced minimum rent approximates the percentage rent that would be payable on Concessionaire's recent sale levels if no minimum rent were collected. Percentage rents will not be adjusted, ensuring that County receives additional percentage rent to the extent that Concessionaire's sales improve above current levels. The Department believes that the renegotiated minimum rent is still at or above fair market rent for the restaurant as and where situated.

The following are the most significant changes made by the proposed third amendment to the Agreement:

1. Effective as of March 1, 2016 and continuing for the remaining 20 months of the Agreement, the Monthly Minimum Rent and existing nominal supplement rent of \$1,250 per month will be adjusted to \$72,916.67 per month (\$875,000 annually). Percentage Rent remains unchanged. Concessionaire will be obligated to pay Percentage Rent for gross sales that generate rent above the reduced minimum rent.
2. Concessionaire will provide a guaranty from Richard Riordan, both in his capacity as an individual and in his capacity as Trustee of the Richard J. Riordan Trust DTD August 30, 1996, ensuring the full performance of Concessionaire's payment of rent and other obligations under the Agreement. Such guaranty will be substituted for the current requirement to provide a letter of credit as security for the payment of rent.
3. County will receive full title and all rights to the Gladstone's trade names and trademarks, subject to Concessionaire's right to operate the Gladstone's restaurant under the Agreement and subject to the current license agreements with other third parties for the operation of existing LAX Airport and The Pike at Rainbow Harbor restaurants. County will receive the royalties and license fees under the third party license agreements, which currently are approximately \$460,000 per year contingent on the performance and continued operation of those locations. During the remaining term of the Agreement, the royalties and license fees received by County from the third party license agreements will be credited against Concessionaire's rent under the Agreement.
4. At the expiration or earlier termination of the Agreement, Concessionaire will assign and transfer to a County designee all permits and licenses for the sale of alcoholic beverages in and from the Gladstone's restaurant at Will Rogers State Beach Park.

The advantages of approving the proposed Amendment include minimizing County loss of revenue from immediate closure of the restaurant and avoiding the cost of maintenance, repair, and security for the Gladstone's restaurant building and adjacent parking lot until a new operator is secured.

Implementation of Strategic Plan Goals

Implementation of Strategic Plan Goals

The recommended actions are consistent with County policies to facilitate the continued operation of the restaurant and maintenance of County revenue, while ensuring that the County's interests are protected.

FISCAL IMPACT/FINANCING

OPERATING BUDGET IMPACT

Approval of the Amendment will result in an annual reduction of \$890,000 in concession rent. The decrease in concession revenue will be offset by an increase in revenue from other charges for services, which revisions have been reflected in the FY 2016-17 Final Changes Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Concession Agreement and the proposed Amendment are authorized by Government Code Section 25907.

The Department will be placing the proposed Gladstone's Third Amendment to Concession Agreement in the form attached on the Beach Commission's May 25 agenda. We will advise your Board of the Commission's recommendation prior to your consideration of this item. County Counsel has approved the documents as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed County actions are not a project or projects pursuant to the California Environmental Quality Act (CEQA) because each action is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

This is an amendment to the original Concession Agreement, as amended. The original Concession Agreement was awarded through a competitive bid process (RFP).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors send an adopted copy of the Board Letter to the Department. Should you have any questions please contact Don Geisinger at (310) 305-9506 or dgeisinger@bh.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a stylized, looping initial "G".

GARY JONES
Director

GJ:BL:dlg

Enclosures

c: c: County Counsel

GUARANTY

THIS GUARANTY (this “**Guaranty**”) is made as of June 7, 2016 by RICHARD J. RIORDAN, an individual, and RICHARD J. RIORDAN, as Trustee of the Richard J. Riordan Trust DTD August 30, 1996 (“**Guarantor**”), in favor of the COUNTY OF LOS ANGELES (“**County**”), with reference to the following facts:

RECITALS

A. Guarantor is an indirect owner of Sea View Restaurants, Inc., a California corporation (“**Concessionaire**”).

B. Concessionaire and County are parties to that certain Concession Agreement for Will Rogers State Beach Park Restaurant dated as of November 1, 1997, as amended by that certain First Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of February 9, 1999, and that certain Second Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of March 29, 2005 (as so amended, the “**Existing Concession Agreement**”).

C. Concurrently herewith, Concessionaire and County are entering into a Third Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated as of the same date as this Guaranty to further amend the Existing Concession Agreement (the “**Third Amendment**”). The Existing Concession Agreement as amended by the Third Amendment is referred to as the “**Concession Agreement**”.

D. The Third Amendment requires Guarantor to guaranty the obligations of Concessionaire under the Concession Agreement that accrue from and after the date of the Third Amendment.

E. Guarantor desires County to execute the Third Amendment and Guarantor will realize a material and substantial benefit therefrom. Accordingly, to induce County to execute the Third Amendment, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, with reference to the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Obligations. To induce County to enter into the Third Amendment, guarantor hereby guaranties, unconditionally and irrevocably, to County and to its successors and assigns the full and prompt payment and performance when due of all of Concessionaire’s obligations under the Concession Agreement accruing or arising on or after the date of this Guaranty (the “**Guaranteed Obligations**”). This Guaranty is a continuing guaranty.

2. Guaranty Absolute. Guarantor agrees that its obligations under this Guaranty are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety. In

furtherance of the foregoing and without limiting the generality thereof, Guarantor agrees as follows:

a. the liability of Guarantor under this Guaranty is a guaranty of payment and performance, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of the Concession Agreement, or the pursuit by County of any remedies which it now has or may hereafter have under the Concession Agreement;

b. County may enforce this Guaranty upon the occurrence of an "Event of Default" by Concessionaire under and as defined in the Concession Agreement;

c. the obligations of Guarantor under this Guaranty are independent of the obligations of Concessionaire under the Concession Agreement, and a separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Concessionaire or any other guarantors and whether or not Concessionaire is joined in any such action or actions;

d. the performance of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for those portions of the Guaranteed Obligations which are not performed. Without in any way limiting the generality of the foregoing, if County is awarded a judgment in any suit brought to enforce a portion of the Guaranteed Obligations, such judgment shall not be deemed to release Guarantor from its covenant to perform that portion of the Guaranteed Obligations which is not the subject of such suit; and

e. Guarantor shall continue to be liable under this Guaranty and the provisions hereof shall remain in full force and effect notwithstanding:

i. any modification, amendment, supplement, extension, agreement or stipulation between Concessionaire and County or their respective successors and assigns with respect to the Concession Agreement or the obligations encompassed thereby;

ii. County's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Concession Agreement;

iii. any release of Concessionaire or any other guarantor from any liability with respect to the Guaranteed Obligations or any portion thereof;

iv. any release, compromise or subordination of any real or personal property then held by County as security for the performance by Concessionaire or any other guarantor of the Guaranteed Obligations, or any portions thereof, or any substitution with respect thereto;

v. County's acceptance and/or enforcement of, or failure to enforce, any other guaranties;

vi. County's exercise of any other rights available under the Concession Agreement;

vii. County's consent to the change, reorganization or termination of the structure or existence of Concessionaire and to any corresponding restructuring of the Guaranteed Obligations by County;

viii. any failure to perfect or continue perfection of a security interest in any collateral that secures the Guaranteed Obligations;

ix. any defenses, setoffs or counterclaims that Concessionaire may allege or assert against County with respect to the Guaranteed Obligations, including, without limitation, failure of consideration, breach of warranty, statute of frauds, statute of limitations and accord and satisfaction; and

x. any other act or thing or omission, or delay to do any other act or thing that might in any manner or to any extent vary the risk of Guarantor as an obligor with respect to the Guaranteed Obligations.

3. Waivers. Guarantor hereby waives, for the benefit of County:

a. any right to require County, as a condition of performance by Guarantor, to (i) proceed against Concessionaire, any other guarantor or any other person, (ii) proceed against or exhaust any security held from Concessionaire, any other guarantor or any other person, or (iii) pursue any other remedy whatsoever in the power of County;

b. any defense arising by reason of the incapacity, lack of authority or any disability or other defense of Concessionaire, including, without limitation, any defense based on or arising out of the lack of validity or enforceability of the Guaranteed Obligations or by reason of the cessation of liability of the Concessionaire under the Concession Agreement for any reason;

c. any defense based upon any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

d. any defense based upon County's errors or omissions in the administration of the Guaranteed Obligations;

e. any principles of law, statutory or otherwise, that are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of any Guarantor's obligations hereunder;

f. the benefit of any statute of limitations affecting any Guarantor's liability hereunder or the enforcement hereof;

g. any rights to setoffs, recoupments or counterclaims against County;

h. promptness, diligence and any requirement that County protect, secure, perfect or insure any security interest or lien or any property subject thereto;

i. notices, demands, presentments, protests, notices of protest, notices of dishonor, notices of default under the Concession Agreement, notices of acceptance of this Guaranty and notices of any of the matters referred to in Section 2(e) above and any right to consent thereto;

j. any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty; and

k. any rights or defenses that Guarantor may have under Sections 2899 and 3433 of the California Civil Code.

4. Subrogation Rights. As long as any of the Guaranteed Obligations remain outstanding, Guarantor hereby waives any rights of subrogation that Guarantor may have against Concessionaire. Guarantor further agrees that to the extent such waiver of its rights of subrogation as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation said Guarantor may have against Concessionaire shall be junior and subordinate to any rights County may have against Concessionaire.

5. Subordination. Any indebtedness of Concessionaire now or hereafter held by Guarantor is hereby subordinated by Guarantor in right of payment to Concessionaire's obligations under the Concession Agreement. Guarantor agrees to make no claim for such indebtedness at any time when Concessionaire is in default of its obligations under the Concession Agreement. Guarantor further agrees not to assign all or any part of such indebtedness unless County is given prior notice and such assignment is expressly made subject to the terms of this Guaranty.

6. Bankruptcy; Reinstatement of Guaranty.

a. Guarantor shall not, without the prior written consent of County, commence or join with any other person in commencing any bankruptcy, reorganization or insolvency proceedings of or against Concessionaire. The obligations of Guarantor under this Guaranty shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Concessionaire or by any defense which Concessionaire may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

b. In any bankruptcy, reorganization, insolvency or other proceeding involving Concessionaire in which the filing of claims is required by law, Guarantor shall file all claims which Guarantor may have against Concessionaire relating to any indebtedness of Concessionaire to Guarantor and shall assign to County all rights of Guarantor thereunder. If Guarantor does not file any such claim, County, as attorney-in-

fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in County's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of County's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. County or its nominee shall have the right, in its reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to County the amount payable on such claim and, to the full extent necessary for that purpose. Guarantor hereby assigns to County all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations hereunder shall be satisfied except to the extent that County receives cash by reason of any such payment or distribution. If County receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

c. If all or any portion of the Guaranteed Obligations are paid or performed by Concessionaire, the obligations of Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment or performance is rescinded or recovered directly or indirectly from County as a preference, fraudulent transfer or otherwise, and any such payment or performance which is so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under this Guaranty.

7. Termination. This Guaranty shall terminate upon the indefeasible payment and performance of all Guaranteed Obligations by Guarantor, Concessionaire or any other guarantors.

8. Representations and Warranties. Guarantor hereby represents and warrants to County as follows:

a. Guarantor has an indirect ownership interest in Concessionaire, and County's agreement to enter into the Third Amendment with Concessionaire is of substantial and material benefit to Guarantor; Guarantor now has and will continue to have full and complete access to any and all information concerning Concessionaire's financial status and its ability to perform the Guaranteed Obligations; and Guarantor has reviewed and approved the Concession Agreement and Third Amendment, and is fully informed of the remedies County may pursue, with or without notice to Concessionaire, in the event of a default by Concessionaire thereunder.

b. No consent of any other person, including, without limitation, any creditors of Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder or, if any such consents are required, the same have been obtained prior to the execution of this Guaranty. This Guaranty has been duly executed and delivered by Guarantor, and constitutes the legally valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms.

c. The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Guarantor is a party or by which Guarantor or any of any Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of Guarantor's property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

d. Each and all of the representations and warranties of Parent set forth in that certain Assignment Agreement dated of even date herewith between Parent and County are true and correct.

9. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be hand delivered or sent by any of the following means: (a) personal service, (b) registered or certified mail, postage prepaid, return receipt requested, or (c) a nationally recognized courier service (such as Federal Express or DHL). Such addresses may be changed by notice to the other parties given in the same manner as provided above.

If to Guarantor:

Richard J. Riordan
141 North Bristol Avenue
Los Angeles, CA 90049

With a copy to:

Morgan Lewis
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071-3132
Attn: Jacqueline C. Aguilera

If to County:

Department of Beaches and Harbors,
Los Angeles County
13837 Fiji Way
Marina del Rey, CA 90292
Attn: Director

with a copy to:

Office of County Counsel
Los Angeles County
500 West Temple Street
Los Angeles, CA 90012
Attn: County Counsel

Notices given in the foregoing manner shall be deemed properly served or given upon receipt or refusal to accept delivery as indicated in the electronic receipt, the return receipt or the receipt of

such courier service, as applicable; provided, however, that any notice that is received by courier delivery after 5 p.m. (local time for the addressee) shall be deemed to have been received on the next business day.

10. No Third-Party Beneficiaries. This Guaranty is solely for the benefit of County and is not intended to nor shall it be deemed to be for the benefit of any third party, including Concessionaire.

11. Entire Agreement. This Guaranty and the documents referenced herein set forth all of the agreements, conditions and understandings between the parties with respect to matters addressed herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between the parties other than as set forth or referred to herein with respect to the matters addressed herein.

12. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor therefrom, shall in any event be effective without the written concurrence of County. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

13. Successors and Assigns. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of and shall be enforceable by County and its respective successors and assigns.

14. Section Headings. The Section headings are inserted herein only for convenience and are in no way to be construed as part of this Guaranty, or as indicative of the meaning of the provisions of this Guaranty or the intention of the parties, or as a limitation in the scope of the particular Sections to which they refer.

15. Attorneys' Fees. In case suit shall be brought to enforce this Guaranty or because of the breach by any party of any covenant or condition herein contained, the prevailing party shall be entitled to reasonable attorneys' fees in addition to court costs and any and all other costs recoverable in said action. Such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. In any case where this Guaranty provides that a party is entitled to recover its attorneys' fees from another party, the party so entitled shall be entitled to recover an amount equal to the fair market value of services provided by attorneys employed by it as well as any reasonable attorneys' fees actually paid by it to third parties. Any reference in this Guaranty to attorneys' fees shall be deemed to include attorneys' disbursements as well.

16. Construction. Each party and its counsel have reviewed and participated in the preparation of this Guaranty and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Guaranty or any amendments or exhibits hereto. The singular of any word includes the plural, and vice-versa.

17. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA

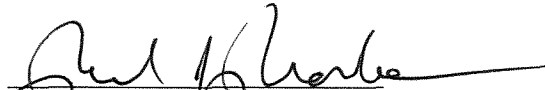
WITHOUT GIVING EFFECT TO THE CONFLICT-OF-LAW PRINCIPLES OF SAID STATE.

18. No Waiver. No failure or delay on the part of County to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

19. Severability. If any term, provision or covenant in this Guaranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all of the remaining terms, provisions and covenants shall continue in full force and effect and shall in no way be impaired or invalidated thereby.

20. Further Assurances. At any time and from time to time, Guarantor shall execute and deliver such further documents and so such further acts as County may reasonably request in order to effectuate fully the purposes of this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.


Richard J. Riordan, an individual

RICHARD J. RIORDAN TRUST DTD AUGUST
30, 1996


Richard J. Riordan, Trustee

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Assignment**") is dated as of June 7, 2016 ("**Effective Date**"), by and between CALIFORNIA BEACH RESTAURANTS, INC., a California corporation ("**Assignor**"), and COUNTY OF LOS ANGELES ("**Assignee**").

1. This Assignment is entered into in connection with and as consideration for that Third Amendment to Concession Agreement for Will Rogers State Beach Park Restaurant dated of even date herewith (the "**Concession Agreement Third Amendment**") between Assignee and Assignor's wholly-owned subsidiary, Sea View Restaurants, Inc., a California corporation ("**Concessionaire**"). For such consideration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby irrevocably assigns, transfers, sets over and conveys to Assignee as of the Effective Date the following (collectively, the "**Assigned Property**"): all of Assignor's right, title and interest in and to (a) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's Restaurant located at 17300 Pacific Coast Highway, Pacific Palisades, California 90272; (b) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's 4 Fish restaurant located at 300 World Way, Los Angeles, California 90045; (c) all trademarks, trade names and service marks, together with all goodwill associated therewith, used or associated with the operation of the Gladstone's Long Beach restaurant located at 330 South Pine Avenue, Long Beach, California 90802; (d) the trade names Gladstone's or Gladstone's 4 Fish or any derivation thereof, together with all goodwill associated therewith (all trademarks, trade names and service marks referred to in (a), (b), (c) and (d) are collectively referred to herein as the "**Name Rights**"); (e) the trademarks, trade names or service marks identified on Exhibit 1 attached hereto and incorporated herein by this reference (all of the trademarks, trade names and service marks identified on Exhibit 1 are referred to herein as the "**Registered Trademarks**"), together with all goodwill associated therewith; (f) Assignor's interest as licensor in the Non-Exclusive Royalty Free License Agreement dated October 30, 1997 between Assignor, as "Licensor", and Concessionaire, as "Licensee") (the "**Concessionaire License Agreement**"); (g) Assignor's interest as licensor in the License Agreement dated December 21, 2007 between Gladstone's Restaurant, a California corporation, as "Licensor", and Host International, Inc., a Delaware corporation, as "Licensee", concerning the operation of concessions at the Los Angeles International Airport (the "**LAX License Agreement**"); (h) Assignor's interest as licensor in the License Agreement dated January, 2003 between Assignor, as "Licensor", and Gladstone's 4 Fish, LLC, a California limited liability company, as "Licensee", concerning the operation of a restaurant and the sale of certain goods at The Pike at Rainbow Harbor in Long Beach, California (the "**Pike License Agreement**"); and (i) Assignor's interest as licensor in any other licenses or other similar agreements regarding the use of the Trademarks. The Concessionaire License Agreement, LAX License Agreement and Pike License Agreement are collectively referred to herein as the "**Existing License Agreements**".

2. Assignor hereby represents and warrants to Assignee as of the Effective Date that:

(a) Assignor is the registered owner of the Registered Trademarks;

(b) none of the Assigned Property is encumbered by any lien, security interest or other encumbrance except for the Security Agreement dated March 29, 2005 between Assignor and Assignee (the “**County Security Agreement**”);

(c) the trademarks, trade names and service marks listed on Exhibit 1 constitute all of the trademarks, trade names and service marks in which Assignor or any Affiliate of Assignee hold an interest that contain the name “Gladstones”, “Gladstone’s” or any derivation thereof;

(d) except for the rights of each respective “Licensee” under the Existing License Agreements, (i) neither Assignor nor any predecessor-in-interest to Assignor’s rights in the Assigned Property has granted any other person or entity any ownership, license, rights or other retained interest in the Assigned Property, and (ii) no other person or entity has any ownership, license, rights or other retained interest in the Registered Trademarks;

(e) a complete and accurate copy of each of the respective Existing License Agreements is attached to this Assignment as Exhibits 3, 4 and 5 and such Existing License Agreements have not been amended or modified;

(f) each of the Existing License Agreements is in full force and effect and has not been amended, supplemented or modified;

(g) there is no existing breach, default, dispute or claim by any party to an Existing License Agreement nor, to the current actual knowledge of Assignor, does any condition exist or has any event occurred that, with notice and/or the lapse of any applicable grace or cure period, would constitute a default under an Existing License Agreement;

(h) Assignor is the current “Licensor” under each of the Existing License Agreements; without limitation of the foregoing, Gladstone’s Restaurant, the stated licensor under the LAX License Agreement, is a fictitious business name of Assignor, and thus Assignor is the original licensor under the LAX License Agreement;

(i) Concessionaire is the current “Licensee” under the Concessionaire License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Concessionaire of its interest as “Licensee” under the Concessionaire License Agreement;;

(j) to the current actual knowledge of Assignor, Host International, Inc. is the current “Licensee” under the LAX License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Host International, Inc. of its interest as “Licensee” under the LAX License Agreement;

(k) to the current actual knowledge of Assignor, Gladstone’s 4 Fish, LLC is the current “Licensee” under the Pike License Agreement, and Assignor has received no notice, nor does Assignor have any knowledge, of the assignment or transfer by Gladstone’s 4 Fish, LLC of its interest as “Licensee” under the Pike License Agreement;

(l) the Master Agreement dated January, 2003 between Assignor and Pendragon Partners, LLC, a California limited liability company (“**Pendragon**”), has terminated, and neither Pendragon nor any successor to, or any other person or entity affiliated with, Pendragon has any continuing rights under such Master Agreement or any continuing rights to otherwise use the Trademarks or other Assigned Property, except to the extent of the rights of the “Licensee” under the Pike License Agreement;

(m) the License Agreement dated April 21, 1992 between Sea View Restaurants, Inc. and MCA Development Venture Two (“**MCA**”), under which Sea View Restaurants, Inc. granted certain license rights to MCA in the following registered marks: (i) GLADSTONE’S, Reg. Nos. 1,337,282, 1,514,059 and 21, 915 (California state registration); (ii) GLADSTONE’S 4 FISH, Reg. Nos. 1,426,956 and 24,923 (California state registration); and (iii) G (Stylized), Reg. No. 1,477,188, has terminated, and neither MCA nor any successor to, or any other person or entity affiliated with, MCA has any continuing rights under such License Agreement or any continuing rights to otherwise use the Trademarks or other Assigned Property;

(n) no license fees or other compensation required to be paid under an Existing License Agreement has been paid in advance, except for such fees or compensation that pursuant to the express terms of such Existing License Agreement were due and payable prior to the Effective Date;

(o) this Assignment does not violate or conflict with the Existing License Agreements or any other agreement or instrument by which Assignor or any Affiliate of Assignor is bound;

(p) Assignor has the authority to execute and deliver this Assignment, and all consents or approvals of any other person or entity required for the transfer of the Assigned Property pursuant to this Assignment (if any) have been obtained;

(q) Exhibit 2 sets forth accurate information as to (i) Assignor’s legal name as listed in its current organizational documents, (ii) the location of Assignor’s chief executive office, (iii) Assignor’s mailing address, and (iv) all names under which Assignor has conducted its business; and

(r) the Assigned Property constitutes all or substantially all of the assets of Assignor.

The foregoing representations and warranties shall survive the transfer of the Assigned Property to Assignee. For purposes hereof, an “**Affiliate**” means (1) any person or entity that directly or indirectly holds an ownership interest in Assignor, (2) any entity in which Assignor directly or indirectly holds an ownership interest, or (3) any entity in which an ownership interest is directly or indirectly owned by a person or entity in common with the ownership of a direct or indirect ownership interest in Assignor.

3. Assignor shall not make, nor permit any Affiliate of Assignor to make, any further use of the Assigned Property after the Effective Date except use of the license rights in accordance with and limited to the terms of the Existing License Agreements, nor shall Assignor directly or indirectly through an Affiliate challenge, interfere with, solicit, encourage or assist

others to challenge or otherwise interfere with the right, title and interest of Assignee, its successors or assigns, in the Assigned Property. Assignor will not directly or indirectly through its Affiliates take any action (or enable, assist or allow another to take any action), or otherwise support any claim that may detrimentally affect the registration or validity of the Assigned Property.

4. Assignor agrees to execute and deliver any other document, or take any action, which Assignee reasonably deems necessary to perfect, evidence or implement the transfer set forth in this Assignment and to effectuate the intent and purpose of this Assignment, including without limitation, the execution and delivery of any required transfer or transfer authorization forms or other documentation. For purposes of clarification, the assignment of the Assigned Property in Section 1 above includes the assignment to Assignee of all future license fees or other compensation payable under the Existing License Agreements after the Effective Date. Without limitation of Assignor's obligations under this paragraph, Assignor shall take such action and execute such documents and notifications as reasonably requested by Assignee to notify the licensees under the Existing License Agreements of the assignment of Assignor's interest therein to County and directing such licensees to pay all future license fees or other compensation payable thereunder to County. County agrees to credit any license fees actually received by County under the Existing License Agreements against the "Monthly Minimum Rent" and "Percentage Rent" payable by Concessionaire under the Concession Agreement Third Amendment; provided, however, that such credit shall be expressly limited to the amounts of license fees actually received, and County shall have no duty or obligation to make collection efforts for such license fees.

5. Assignee shall be responsible for any transfer fees payable to any registrar to transfer the Assigned Property.

6. Assignee hereby accepts the assignment of the Name Rights and the Registered Trademarks and accepts the assignment and assumes and agrees to perform all the obligations of Assignor as "Licensor" under the Existing License Agreements to the extent any of such obligations first accrue and are applicable to periods on or after the Effective Date of this Assignment; provided, however, Assignee is not assuming any existing liabilities of Assignor with respect to any of the Assigned Property, and Assignee hereby indemnifies, defends and holds Assignor harmless from and against all claims, demands, liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses) incurred by or brought against County in connection with any matters relating to the Assigned Property that accrue or arise prior to the Effective Date.

7. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

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

9. If Assignor or Assignee brings any action or suit against the other by reason of any breach of any provision of this Assignment on the part of the other, then the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit,

including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

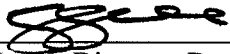
ASSIGNOR:

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By: _____
Name: _____
Title: _____

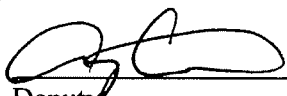
ASSIGNEE:

THE COUNTY OF LOS ANGELES

By:  _____
Gary Jones, Director, Department of
Beaches and Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By:  _____

including reasonable attorneys' fees, charges and costs, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

CALIFORNIA BEACH RESTAURANTS, INC., a
California corporation

By: 

Name: Richard J. Riordan

Title: Chief of Staff

ASSIGNEE:

THE COUNTY OF LOS ANGELES

By: _____

Gary Jones, Director, Department of
Beaches and Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

EXHIBIT 1

TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>CLASS(ES)</u> | <u>COUNTRY/ STATE</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>REGISTERED OWNER</u> |
|----------------------------------|------------------|---------------------------|-----------------|----------------------|---------------------------------------|
| G GLADSTONE'S MALIBU & Design | 42 | USA | 2506092 | November 13, 2001 | California Beach Restaurants, Inc. |
| G GLADSTONE'S MALIBU & Design | 21, 24, 25 | USA | 2418549 | January 9, 2001 | California Beach Restaurants, Inc. |
| GLADSTONE'S (Stylized) | 42 | California | 21915 | January 10, 1985 | California Beach Restaurants, Inc. |

EXHIBIT 2

INFORMATION REGARDING ASSIGNOR

- (i) Assignor's Legal Name: California Beach Restaurants, Inc., a California corporation
- (ii) Chief Executive Office: 17300 Pacific Coast Highway, Pacific Palisades, California 90272
- (iii) Mailing Address: 17300 Pacific Coast Highway, Pacific Palisades, California 90272
- (iv) Names under which Assignor has conducted business: California Beach Restaurants, Inc.

EXHIBIT 3

COPY OF CONCESSIONAIRE LICENSE AGREEMENT

NON-EXCLUSIVE ROYALTY FREE LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 30TH day of OCTOBER, 1997 is made and entered into by and between California Beach Restaurants, Inc. (hereinafter referred to as "LICENSOR"), a California corporation formed and duly existing under the laws of the State of California, having its principal place of business at 17383 Sunset Boulevard, Suite 140, Pacific Palisades, California 90272, and Sea View Restaurants, Inc., a corporation formed and duly existing under the laws of the State of California, and a wholly-owned subsidiary of LICENSOR, having a principal place of business at 17383 Sunset Boulevard, Suite 140, Pacific Palisades, California 90272 (hereinafter referred to as "LICENSEE");

WHEREAS, LICENSOR is the owner of the trademark and service mark registrations set forth in Appendix A and the trademarks covered by said registrations and is also owner of the unregistered design marks set forth in Appendix B (hereafter collectively, the "CALIFORNIA BEACH MARKS"); and

WHEREAS, LICENSOR has used such registered service marks in various forms and stylizations since at least as early as 1974 for restaurant services; and has used such unregistered design marks since at least as early as 1996 for merchandise and restaurant services; and

WHEREAS, LICENSEE has used in the past and is desirous of continuing to use the CALIFORNIA BEACH MARKS in connection with its restaurant services and the sale of certain merchandise; and

WHEREAS, LICENSEE has concurrently assigned to LICENSOR all of its right, title and interest in and to that certain agreement dated as of April 21, 1992 between LICENSEE and MCA Development Venture Two:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in further consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of License.

(a) LICENSOR grants LICENSEE a non-exclusive, royalty-free license to use the CALIFORNIA BEACH MARKS solely in connection with the rendering and advertisement of restaurant services (hereinafter "the Services") and in connection with the sale of clothing, namely t-shirts and caps, beach towels, mugs and drinking glasses (the "Goods") during the term and for the territory defined below, and

LICENSEE accepts such license; and

(b) LICENSEE expressly acknowledges that the non-exclusive license granted to LICENSEE herein shall not in any manner preclude LICENSOR from using the

CALIFORNIA BEACH MARKS or preclude LICENSOR from licensing others to use the CALIFORNIA BEACH MARKS.

2. Term and Territory.

The term "territory" shall mean and be restricted to the State of California. The "term" of this Agreement shall commence on the effective date hereof and shall continue for a period of five (5) years and shall be automatically renewed for a further period of five (5) years on three separate occasions, unless either party elects not to renew this Agreement by written notice to the other party sent no later than thirty (30) days prior to the expiration of the immediately preceding term; provided, however, that this Agreement is subject to earlier termination by LICENSOR as provided in paragraphs 5 and 8 hereinbelow.

3. Ownership of the Marks.

(a) LICENSOR represents and warrants that it is the owner of the CALIFORNIA BEACH MARKS and that there are no other persons or entities that have superior rights to the CALIFORNIA BEACH MARKS for the Services or for the Goods.

(b) LICENSEE acknowledges the ownership of the CALIFORNIA BEACH MARKS in the LICENSOR, agrees that it will do nothing inconsistent with such ownership, and further agrees that all use of the CALIFORNIA BEACH MARKS by LICENSEE shall inure to the benefit of LICENSOR. LICENSEE agrees that nothing in this License shall give LICENSEE any right, title or interest in the CALIFORNIA BEACH MARKS, other than the right to use said marks in accordance with the terms of this License. LICENSEE further agrees that it will not attack the title of the LICENSOR to the CALIFORNIA BEACH MARKS, nor will it attack the validity of this License.

4. Quality Standards.

LICENSEE agrees that the nature and quality of all Services rendered by LICENSEE and all Goods sold by LICENSEE in connection with the CALIFORNIA BEACH MARKS shall conform to the reasonable standards set by LICENSOR. LICENSOR acknowledges that it is fully aware of the current standards of quality of the Services rendered by LICENSEE and of the Goods offered for sale by LICENSEE and the quality of both the Services and Goods are acknowledged to be satisfactory to LICENSOR.

5. Quality Maintenance.

(a) LICENSEE agrees to supply LICENSOR with specimens of use and evidence of use of the CALIFORNIA BEACH MARKS upon reasonable request so that LICENSOR can monitor the quality of the Services and Goods offered under the marks. LICENSEE shall comply with all applicable laws and regulations and obtain all governmental approvals pertaining to the sale, distribution and advertising of Services and Goods covered by this License. If the LICENSOR determines that the LICENSEE has not met the reasonable quality standards, it shall have the right to terminate the License in the event that the LICENSEE

does not cure the defects within thirty (30) days following written notice thereof from LICENSOR.

6. Infringements and Actions by Third Parties.

(a) LICENSEE agrees to notify LICENSOR promptly of any use by third parties of the CALIFORNIA BEACH MARKS upon LICENSEE's notice of such use. The LICENSOR shall have the right to bring actions of any type, including but not limited to infringement or unfair competition proceedings concerning the CALIFORNIA BEACH MARKS, and the parties agree to cooperate in stopping the use of said marks by third parties.

(b) Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole property of the LICENSOR.

7. Royalty.

No royalty shall be paid for the use of the CALIFORNIA BEACH MARKS by LICENSEE.

8. Termination.

Notwithstanding any other provision of this License, and in addition to the rights and remedies of the LICENSOR, this License shall automatically terminate and the rights granted hereunder shall revert to LICENSOR under any of the following circumstances: (1) in the event that LICENSEE's business in connection with which it uses the CALIFORNIA BEACH MARKS is no longer owned or operated by LICENSEE; or, (2) if LICENSEE becomes insolvent; or (3) if LICENSEE files a petition in bankruptcy or insolvency; or (4) if LICENSEE is adjudicated bankrupt or insolvent; or (5) if LICENSEE files any petition or answer seeking reorganization, readjustment or arrangement of LICENSEE's business under any case relating to bankruptcy or insolvency; or (6) if a receiver, trustee or liquidator is appointed or if LICENSEE makes any assignments for the benefit of creditors; or (7) in the event of government appropriation of the assets of LICENSEE which relate to any activities contemplated by this License.

9. Interpretation of Agreement.

It is agreed that this Agreement shall be interpreted according to the laws of the State of California, regardless of its or any other laws concerning choice of law principles.

10. Indemnification.

LICENSEE shall defend (with counsel reasonably satisfactory to LICENSOR), indemnify, protect and hold harmless LICENSOR, its directors, officers, employees, licensees, agents, successors and assigns, and each of the foregoing, against and from any and all claims, suits, demands, causes of action, judgments, liabilities, losses, costs and expenses, (including, without limitation, actual attorneys' fees and disbursements and court costs) that arise out of or

result from (i) the breach of any of LICENSEE'S warranties and representations herein contained or (ii) the breach by LICENSEE of any of its other obligations under this Agreement. Any of the indemnified parties hereinabove named may waive their respective rights of defense, in which case, notwithstanding anything to the contrary in this Agreement, LICENSEE shall not be responsible for the costs or expenses of any such waiving party's defense. Any costs incurred by any of the indemnified parties which are the responsibility of LICENSEE under these indemnity provisions shall be promptly reimbursed by LICENSEE to the party incurring such expenses. Notwithstanding the foregoing, neither an indemnified party hereinabove set forth nor LICENSEE may settle or compromise any claim, suit, etc., arising under this paragraph 10 without the consent of the other, provided, however, that such consent shall not be unreasonably withheld.

11. Assignment of License.

LICENSEE shall have no right to assign, sell, encumber, license, sublicense or otherwise transfer any right or interest in or to the CALIFORNIA BEACH MARKS or its rights under this Agreement. Any attempted assignment, sale, encumbrance, license, sublicense or transfer shall be null and void.

12. General Warranties and Representations.

The parties acknowledge that they are free to enter into this Agreement. All rights not expressly granted herein are retained by LICENSOR, and it is expressly understood that LICENSOR is free to use, license and sublicense the CALIFORNIA BEACH MARKS for any goods or services including those granted herein. It is expressly understood that the grant of rights herein does not provide LICENSEE with any right to manufacture, distribute or sell any merchandise bearing the CALIFORNIA BEACH MARKS or offer any services under said marks, except as expressly authorized by LICENSOR under this License.

13. Notices.

All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified mail, return receipt requested, postage prepaid and addressed as follows:

- (a) If to LICENSOR:
Attn: President
17383 Sunset Boulevard, Suite 140
Pacific Palisades, California 90272
- (b) If to LICENSEE:
Attn: President
17383 Sunset Boulevard, Suite 140
Pacific Palisades, California 90272

14. Further Assurances.

Each party hereto shall upon reasonable request take any and all steps and execute any and all further instruments to effectuate the purposes of this Agreement.

15. Titles.

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

"LICENSOR"

CALIFORNIA BEACH RESTAURANTS, INC.

Date: 10/30/97 By: [Signature]
Name: ALAN. RED HEARD
Title: President

"LICENSEE"

SEA VIEW RESTAURANTS, INC.

Date: 10/30/97 By: [Signature]
Name: MARK SEGAL
Title: V/P - FINANCE

APPENDIX A

| Type | Trademark/Service Mark | Registration No. | Registration Date |
|------|------------------------------------|------------------|-------------------|
| U.S. | G (stylized) | 1,477,188 | 02/16/88 |
| U.S. | GLADSTONE'S 4 FISH (and Design) | 1,426,956 | 01/27/87 |
| U.S. | GLADSTONE'S (stylized) | 1,337,282 | 05/21/85 |
| Cal. | GLADSTONE'S | 21,915 | 01/10/85 |
| Cal. | GLADSTONE'S 4 FISH | 24,923 | 11/07/85 |

APPENDIX B



G (stylized and Design)

Services -- Restaurant services

Goods -- Clothing, namely, t-shirts, caps; glass products, namely, mugs and drinking glasses; and beach towels.

Date of First Use in Commerce -- April 1996

EXHIBIT 4

COPY OF LAX LICENSE AGREEMENT

LICENSE AGREEMENT
Gladstone's Restaurant
Los Angeles International Airport

This License Agreement ("Agreement") is made and entered into as of the 21st day of December, 2007 ("Effective Date") between **Gladstone's Restaurant**, a California corporation whose principal business address is 17300 Pacific Coast Highway, Pacific Palisades, California 90272 ("Licensor") and **Host International, Inc.**, a Delaware corporation whose principal business address is 6905 Rockledge Drive, Bethesda, Maryland 20817 ("Host" or "Licensee").

Preliminary Recitals

WHEREAS, Licensor as the result of the expenditure of time, skill, effort, and money, has developed and owns unique, comprehensive and distinctive plans, processes and styles for the layout and operation of Gladstone's Restaurant, including signs, décor, products, recipes and lines of associated products and, in general, a style, system and method of business operations with specific standards and procedures (the "Restaurant Concept"), which Restaurant Concept may be improved, further developed or otherwise modified by Licensor from time to time. Licensor claims an exclusive proprietary interest in the Restaurant Concept; and

WHEREAS, certain trademarks, service marks and logotypes have been created and developed for restaurant services and the trademarks used in connection with the Restaurant Concept include but are not limited to the trade dress, art work, layout, décor, signage, floor plan, furnishings and decorations of the restaurant (hereinafter "Trade Dress"), the trademark and trade dress are collectively referred to as "the Trademarks;" and

WHEREAS, Host is engaged in the specialized business of operating food and beverage concession operations in airport terminals pursuant to concession agreements; and

WHEREAS, Host has more than two (2) years experience in operating food and beverage concessions operations in airport terminals like those described herein, and

WHEREAS, Host is a concessionaire for the operation of food and beverage concessions at Los Angeles International Airport (the "Airport") pursuant to a Concession Agreement (which agreement, together with any amendments, if any, is hereinafter referred to as the "Concession Agreement"), and

WHEREAS, Licensor and Host desire that Host operate a food and beverage operation concession at the Airport utilizing the Trademarks and the Restaurant Concept; and

WHEREAS, at the time this Agreement is entered, Licensor and Host anticipate in good faith that the sales arising at the Location will represent no more than twenty percent (20%) of the dollar volume of Host's projected gross sales at all of its locations for at least one year after Host begins operating the Location; and

WHEREAS, Licensor represents and warrants that it has the right and authority to enter into this Agreement and to sublicense the Trademarks and license the Restaurant Concept.

NOW THEREFORE, the parties, for good and sufficient consideration, agree as follows:

Agreement

1. GRANT OF LICENSE

Grant of License. Licensor grants to Host, and Host accepts, a license to use and display the Trademarks and a license to utilize the Restaurant Concept in connection with the operation of a "Gladstone's Restaurant" at the Airport, (the "Location").

Exclusivity. Notwithstanding any other provision of this Agreement, Licensor agrees that it shall not during the term of this Agreement or any renewal or extension thereof or for a period of one (1) year from the expiration or other termination of this Agreement (unless such termination has resulted from a default of Host or exercise of any discretionary right of Host to terminate provided for herein): (i) bid for, (ii) operate itself or through others; or (iii) otherwise license to any party other than Host to develop or operate any Gladstone's Restaurant at the Airport.

2. GOOD WILL

Host recognizes the value of the good will associated with the Trademarks and the Restaurant Concept and acknowledges that the Trademarks and the Restaurant Concept and all rights therein, including the good will pertaining thereto, belong exclusively to Licensor.

3. TERM AND OPTIONS

The term of this Agreement ("Term") shall commence on the date hereof and expire twenty (20) years from the date of opening of the Location for business.

4. FEES

4.1. License Fee. Host shall pay Licensor a one time license fee (the "License Fee") of Thirty Five Thousand Dollars (\$35,000). The License Fee shall be paid upon execution of this Agreement. Licensor shall not be obligated to refund any portion of the License Fee if for any reason the Term shall consist of less than ten (10) full years.

4.2. Royalty. Host shall pay Licensor a royalty ("Royalty") of 4% of the Gross Sales on food and beverages, **excluding non-alcoholic beverages**, at the Location.

4.3. Definition of Gross Sales. For purposes of this Agreement, Gross Sales shall mean the gross sales receipts of the Location less only sales taxes or other government-imposed taxes collected from customers by Licensee for transmittal to the appropriate taxing authority; any tips or gratuities to the extent actually paid to the employees; bona fide returns for refund (net of all returns actually made or allowed as supported by credit memoranda actually issued to

customers); or receipts from sales of furniture, trade fixtures or other extraordinary sales not made in the ordinary course of the Location's business. In addition, the parties agree that in determining Gross Sales, for the purpose of calculating the Royalty, the amount collected from the customer shall be included in Gross Sales, so that where discounts reduce the purchase price, the amount of the reduced purchase price shall be included in Gross Sales (e.g. a \$6.99 meal with a "dollar off" coupon would result in \$5.99 collected from the customer, and \$5.99 included in Licensee's gross sales under the License Agreement) and; (2) where promotional items are provided for free, and no amount is collected from the customer for such free promotional items, the value of the promotional item shall be excluded from Gross Sales.; and (3) where complimentary employee meals are made from the restaurant the complimentary meals may be excluded from Gross Sales, up to an annual amount which is equal to three percent (3%) of Licensee's annual Gross Sales at the Location.

4.4. Monthly Payment Date. The Royalty shall be payable in U.S. currency on a monthly basis and shall be due twenty (20) days after the end of each month. Interest shall accrue on any late payments at a rate of 18% per annum, beginning on the 21st day after the end of each month.

4.5. Reports of Gross Sales. Accompanying each Royalty payment, Host shall submit to Licensor a detailed report of Gross Sales for the preceding month, which report shall be signed by a representative of Host.

4.6. Neither the receipt nor the acceptance by Licensor of a Report of Gross Sales, nor the receipt nor acceptance of any Royalty payment by Licensor shall prevent Licensor from subsequently challenging the validity or accuracy of such Report of Gross Sales or Royalty payment.

4.7. Examination of Books and Records. Host shall maintain a complete set of books and records relating to the Gross Sales at the Location. The books and records shall include, but are not limited to, a general ledger, daily, dated sales receipts, cash register tapes, sales journals, sales tax reports and such other records as would be customarily required in order to permit an audit of Gross Sales at the Location by a certified public accountant following generally accepted accounting principles. Licensor may examine the books and records of Host during normal business hours and at reasonable times through Licensor's own employees, representatives or retained consultants to obtain or verify Gross Sales. The books and records shall be made available for inspection to Licensor (or its agent(s)) at the Airport. In the event that Licensor's examination reveals that the reported Gross Sales at the Location were understated by more than five percent (5%), Host shall bear the reasonable cost of Licensor's examination; provided that in no case will Host be obligated to pay more than One Thousand Dollars (\$1,000.00) for such inspection or audit costs in any one year.

4.8. Other Fees. Except as may be otherwise agreed to by the parties in writing, either in this Agreement or separately, there are no initial or other fees due hereunder except for the Royalty on Gross Sales and the License Fee as provided in this Article 4.

5. PRODUCT SUPPLY

Licensor shall not require any Proprietary Products. Host shall purchase at its own expense and controls all other products, ingredients and beverages for the facility, including but not limited to bottled water, carbonated and non-carbonated soft drinks, juices, coffee, teas and the like. Host shall receive a pro rata share of all rebates, credits, and allowances which Licensor or its affiliates receive from suppliers based on Host's purchases, or Host's display of products or promotional products, materials or other items. Host shall be entitled to use its own distribution network to procure and distribute products and ingredients using the specifications agreed upon with Licensor. Licensor has the right to reasonably disapprove of any procured products and ingredients. Host is not required to purchase said items from Licensor or any designated supplier.

6. OPERATION

6.1. Ownership of Trademarks and Restaurant Concept. Licensor is a duly authorized licensor of the Licensed Trademarks and the owner of the Restaurant Concept and has full right and authority to enter into this Agreement. Host has no right, title or interest in or to any of the Licensed Trademarks or the Restaurant Concept, except for Host's privilege and license during the Term to display and use the Licensed Trademarks and to operate the Restaurant Concept at the Location as described in this Agreement.

6.2. Use of Trademarks.

(a) Host shall install signs at the Location containing the Trademarks as approved by Licensor, subject to the further approval of the Landlord under the Concession Agreement. Host shall not display signs containing any of the Trademarks to which Licensor reasonably objects.

(b) Upon the expiration or earlier termination of this Agreement, for whatever reason, Host shall immediately terminate all uses of the Trademarks and the Restaurant Concept and shall, at Licensor's request, surrender up to Licensor at the Location each and all of the Trademarks and any physical objects bearing or containing any of the Trademarks; provided that Licensor shall remove such from the Airport so as not to result in a default or holding over by Host under the Concession Agreement for such Location. If Licensor does not request surrender of the Trademarks within 10 days of the expiration or earlier termination of this Agreement, Host shall obliterate or destroy and remove from the Airport, at its own cost, any Trademarks at or about the terminated Location. Host shall also obliterate or destroy and remove from the Airport, at its own cost, any unique features of the trade dress (the "Trade Dress") of the Location which identify the Location as a Gladstone's Restaurant.

(c) Upon the expiration or earlier termination of this Agreement, for whatever reason, Licensor shall not be obligated to buy back or otherwise reimburse Host for any inventory, products, or other items that Host owns, possesses or has purchased but does not yet possess for use at the Location.

(d) The parties shall maintain, during the term hereof and after the expiration or earlier termination of this Agreement, the confidentiality of any confidential information provided, such as operating procedures, recipes, training and service policies ("Confidential Information"), and shall not use or disclose the same. The term Confidential Information shall not include any information which (i) is not unique to Licensor or Host and is known to Licensor or Host prior to the effective date of this Agreement, (ii) is or becomes generally known in the food, beverage and merchandise industry other than through disclosure of Confidential Information, or (iii) is disclosed to Licensor or Host by a third party and does not include any information obtained directly or indirectly from or relating to Licensor or Host.

(e) Host's use of the Trademarks of Licensor (including any and all iterations thereof which may be developed by Host or Licensor) shall inure to the benefit of Licensor. Host shall at all times refrain from objecting to or jeopardizing the validity of Licensor's rights in the Licensed Trademarks and Trade Dress. Host shall cooperate fully with Licensor's applications for Trademark registrations and enforcement actions by Licensor against third parties. Host shall abide by Licensor's licensed trademark use and quality control policies communicated by Licensor to Host. During and after the Term, Host shall refrain from adopting or using any confusingly similar trademarks or trade dress.

(f) Host shall promptly notify Licensor of any claims of third parties of infringement by the Licensed Trademarks. Licensor shall have the exclusive control of the defense and settlement of any such claims.

6.3. **Quality and Service Compliance.** In order to maintain high standards and quality set forth by Licensor and to protect the good will attached to the Licensed Trademarks and the Restaurant Concept, Host shall operate the Location as a Gladstone's Restaurant in accordance with Licensor's standards and requirements of quality, production, appearance, cleanliness and service, including all standards and requirements as are prescribed in **Exhibit A** (the "Operating Standards"), which exhibit and Operating Standards are hereby incorporated by reference. Host may adapt the Operating Standards as necessary to the specific configuration of the Location, provided that: a) such may only be done with the prior written consent of Licensor, which shall not be unreasonably conditioned, withheld or delayed; and b) such shall be and remain generally consistent with the procedures, policies, rules and regulations followed by Licensor in its own operations.

6.4. **Inspection.** Licensor may, but shall not be obligated to, enter the Location at any time during normal business hours to examine the same and to determine if Host is complying with its obligations under this Agreement. Host will use its best efforts to immediately correct any deficiencies brought to its attention by Licensor, and will bring about the permanent correction of the same as promptly as reasonably possible.

6.5. **Products Offered and Pricing.** Host shall offer at the Location a representative assortment of the food and beverage items an agreed upon standard menu, as depicted in **Exhibit B**, all as approved in advance by Licensor. The Airport has final approval rights over the menu offerings, the hours of operation, the prices charged and the manner of accounting. In the event of conflict between the terms of the Concession Agreement and the terms of the License

Agreement, the Licensor and Host shall jointly seek approval from the Airport to resolve such conflict, and in the event that such conflict cannot be resolved, Host shall not be deemed in default of the License Agreement if the breach of the License Agreement is a result of the Airport's requirements. Subject to the applicable provisions of the Concession Agreement, prices for goods and services offered for sale at the Location shall be fair and reasonable, but solely reserved for Host and the Airport. Licensee shall be permitted to cater events and offer food and beverages outside the Location, but only within the Airport grounds, provided that receipts from those events are included in Gross Sales.

6.6. Hours Operation. Host shall open and operate the Location at least during the hours required by the Concession Agreement.

7 SERVICES OF LICENSOR

7.1. Management Training. Prior to the opening of the Location one Store Manager and three Assistant Manager selected by Host shall complete Licensor's management training program for its Gladstone's Restaurant operations at the restaurant nearest the Airport. There shall be no charge for such training provided that Licensor shall not be responsible for the lodging, food, transportation and other living costs incurred by such trainees. All new managers of the Location shall complete such management training provided that if a Host employee is certified by Licensor to provide such training ("Trainer"), Host may elect to have such Trainer provide management training from time to time. Licensor shall provide reasonable pre-opening and initial opening training for the staff of the Location prior to the opening of the Location for business. Sufficient training shall be provided for lunch and dinner shifts, five (5) days before the opening date of the Location and ten (10) days after the opening date.

7.2. Restaurant Concept. Licensor shall lend to Host, only for the Term, a copy of its operating procedures including, as applicable, Licensor's recipes for the food and beverage items to be sold from the Location and product and service standards utilized by Licensor for its Restaurant Concept. Licensor may modify and supplement the Restaurant Concept from time to time and Host shall adopt such changes upon written notice thereof, if such changes are commercially reasonable and in accordance with the current Restaurant Concept. Host shall operate the Location, subject to the physical characteristics thereof, in accordance with the Restaurant Concept.

8 RELOCATION

In the event that Host is not awarded the particular site where Host intended to offer the Concept, Host shall have the option to select a different site for the Concept. Host shall have the right to relocate the Location within the Airport and may temporarily or permanently close the Location due to damage or destruction of the Airport, terrorist attacks or war, airline strikes, closure for security reasons or changes in security procedures, or recapture of space by airport authorities, remodeling of the facility, or due to significant financial hardships caused by changing business conditions, or without cause upon sixty (60) days notice to Licensor.

9 ASSIGNMENT

Neither party may assign or transfer its rights, duties or obligations hereunder without the prior written consent of the other, except as follows:

Licensor may assign or transfer this Agreement to any entity which acquires all or substantially all the stock or assets of Licensor, provided that ownership of the concept and Licensed Trademarks is also transferred to such successor.

Licensee may assign its rights, duties and obligations hereunder to any entity which acquires all or substantially all the stock or assets of Licensee including any entity that is on the date of assignment and remains thereafter a parent, subsidiary or affiliated corporation or entity, including a joint venture in which Licensee retains the controlling interest; provided that Licensee remains liable hereunder only for acts occurring prior to the date of assignment. Upon Licensee's request and without the imposition of any fee therefore, Licensor shall automatically grant a license (substantially similar to this Agreement) to a Landlord approved sub concessionaire of, including but not limited to a sublessee who is certified by the Landlord as a disadvantaged, minority or business enterprise.

Either party may assign or transfer this Agreement to a corporation into which such party may be merged or consolidated (except that in the case of Gladstone's Restaurant, such surviving entity must also then acquire ownership of, or license to use, the Concept and the Marks).

10. DEFAULT

10.1. Host's Default. If any one or more of the following events shall occur:

(a) Host shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or any state thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

(b) A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency laws or statute, shall be filed against Licensee and shall not be dismissed within thirty (30) days after the filing thereof;

(c) Host shall fail to keep, perform and observe each and every material promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, and such failure shall continue for a period of more than (i) ten (10) days after receipt by Host of written notice from Licensor of a monetary default, or (ii) twenty (20) days in connection with any other default, after receipt by Host of written notice from Licensor of such default, except where curing of such failure to perform Host's obligations requires activity over a period in excess of twenty (20) days and Licensee commences in good faith to perform whatever may be required for fulfillment of its obligations within such twenty (20) days and

continues such performance without interruption except for causes beyond its control (financial inability excepted);

Host abandons the operation of the Location for a period of five (5) days. It shall not be a default under the License Agreement for the restaurant to close, temporarily or permanently, due to action by the Airport in terminating, recapturing, temporarily closing, or relocating facilities at the Airport, unless such closure by the Airport is accompanied by a relocation option agreed to by Licensor and Host;

then in any such events, Licensor shall have the right to all remedies, legal or equitable in nature, including but not limited to the remedies of termination of this Agreement and damages.

10.2. Licensor's Default. If any one or more of the following events shall occur:

(a) Licensor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or any state thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

(b) A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency laws or statute, shall be filed against Licensor and shall not be dismissed within thirty (30) days after the filing thereof;

(c) Licensor shall fail to keep, perform and observe each and every material promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, and such failure shall continue for a period of more than twenty (20) days after receipt by Licensor or written notice from Licensee of such default, except where curing of such failure to perform Licensor's obligations requires activity over a period of time in excess of twenty (20) days and Licensor commences in good faith to perform whatever may be required for fulfillment of its obligations within such twenty (20) days and continues such performance without interruption except for causes beyond its control (financial inability excepted); then, in any of such events, Licensee shall have the right to all remedies, legal or equitable in nature, including but not limited to the remedies of termination of this Agreement and damages.

11. INSURANCE AND INDEMNITY

11.1 Licensee's Indemnification of Licensor. Licensee shall indemnify, defend and hold harmless Licensor and all of its subsidiaries, affiliates, officers, directors, employees, agents, attorneys and representatives from and against any claims, losses, actions, demands, penalties, damages, and suits or judgments, whether civil or criminal, including all costs and expenses related thereto including, without limitation, attorneys' fees and costs arising (directly or indirectly) out of or relating to any aspect of Host's operation and use of the Restaurant Concept, use of the Trademarks, or any other matter relating to this Agreement, including but not limited to: (a) third party claims for personal injury, death, loss of or damage to property, and/or health, safety and environmental claims; (b) Licensee's, or any of Licensee's subsidiary's,

branch's or affiliate's willful misconduct, negligence, omissions, breach of this Agreement and/or failure to comply with the terms of this Agreement; and/or (c) Licensee's, or any of Licensee's subsidiary's, branch's or affiliate's breach or violation of any federal or state laws, statutes, ordinances, regulations, and/or the common law.

11.2 Licensors' Indemnification of Host. Licensors shall indemnify, defend and hold harmless Host and of its subsidiaries, affiliates, officers, directors, employees, agents, attorneys and representatives from and against any claims losses, actions, demands, penalties, damages, and suits or judgments, whether civil or criminal, including all costs and expenses related thereto including, without limitation, attorneys' fees and costs arising (directly or indirectly) out of Licensors' obligations under this Agreement, including but not limited to: (a) third party claims for personal injury, death, loss of or damage to property cause by Licensors ; (b) Licensors', or Licensors' subsidiary's or affiliate's willful misconduct, negligence, omissions, breach of this Agreement and/or failure to comply with the terms of this Agreement; and/or (c) Licensors', or any of Licensors' subsidiary's or affiliate's breach or violation of any federal or state laws, statutes, ordinances, regulations, and/or the common law.

11.3 The parties' obligations and duties under paragraph 11.1 and 11.2 shall survive the term of this Agreement, whatever that term may be, and regardless of how or why the Agreement expires or otherwise terminates.

11.4 Insurance. During the Term, Licensee will, at its sole cost and expense, maintain general public liability insurance, covering the operation of the Location on an occurrence basis, including contractual liability, personal injury, completed operations and products liability and products property damage insurance with limits of not less than Two Million Dollars (\$2,000,000.00) for personal injury, disease or death to any persons arising out of an occurrence and Five Hundred Thousand Dollars (\$500,000.00) for property damage for such damage arising out of an occurrence. All policies, or certificates issued thereunder, insuring against liability for personal injury, disease or death or damage to property shall contain an endorsement by which the insurer extends the coverage thereunder, to the extent necessary, to include the contractual liability of Licensee arising by reason of the indemnity provisions of this Agreement, and shall name Licensors and its designated affiliates as additional insureds under all such policies, but only to the extent required by the indemnification section. Licensee shall carry casualty insurance covering all memorabilia loaned by Licensors to Licensee with loss payable to Licensors. Licensee shall maintain Workers' Compensation Insurance as required by law.

12. TERMINATION OPTION

Licensee, at its own discretion shall have the option, exercisable upon no less than thirty (30) days prior written notice to Licensors, of terminating this Agreement. Any amounts owed to Licensors under this Agreement (including, but not limited to amounts then owed for the Licensing Fee or any Royalty payment owed) shall be due immediately, except for any amounts that are in dispute, after the effective date of said termination.

13. NOTICES

All notices required to be given to either party hereunder shall be in writing and given by registered or certified mail or by overnight courier service, addressed as follows:

To Licensor

Gladstone's Restaurant
17300 Pacific Coast Highway
Pacific Palisades, California 90272
Attn: Jean Hagan
Tel: 310-454-3475

To Licensee

Host International, Inc.
Law Department , 7th Floor
6905 Rockledge Drive
Bethesda, Maryland 20817-1806
Attn: Mary Helen Medina, Chief Counsel

14 FURTHER PROVISIONS

14.1. Exhibits. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

14.2. Complete Agreement and Counter parts. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supercedes all prior or contemporaneous written or oral agreements and/or negotiations in regard thereto. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all which shall constitute one and the same instrument.

14.3. Agreement to First Negotiate, then Mediate and then Arbitrate. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the breach thereof, or the operation of the Location, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of 60 days after first notice by either party to the other of a dispute, claim, question or disagreement, then, the parties agree next to try in good faith to settle the dispute, claim, question or disagreement by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.3.1 Selection and Number of Arbitrators. The arbitration proceedings, if any, shall be conducted before one (1) neutral arbitrator, who shall be a member of the bar of the State of California, actively engaged in the practice of law for at least ten years.

14.3.2 Location of Mediation and Arbitration. The place, if necessary, of mediation and arbitration, shall be Los Angeles, California.

14.3.3 Right to Seek Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any State or Federal Court located in Los Angeles County, California, any interim or provisional relief that is necessary to protect the rights, property, and/or good will of that party, pending the arbitral tribunal's determination of the merits of the controversy.

14.3.4 Document Discovery in the event of Arbitration. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim or on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator after telephone conference with the parties' attorneys. The parties may, but are not required to, offer written submissions to explain their respective positions regarding any discovery dispute. The arbitrator's determination on any discovery dispute shall be conclusive. All document discovery shall be completed with 60 days following the appointment of the arbitrator.

14.3.5 At the request of a party, the arbitrator shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of two (2) per side and shall be conducted in Los Angeles County, State of California. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

14.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its choice of law provisions.

14.5. Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or a party's failure or refusal to exercise any option, right or remedy contained herein, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party. No delay or omission to exercise any right or remedy shall be construed as a waiver of any such right or remedy.

14.6. Authority. Each individual executing this Agreement on behalf of their respective corporation, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, partnership or other entity,

and that this Agreement is binding upon said corporation, partnership or other entity in accordance with its terms.

14.7 Relationship of the Parties. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Neither Host nor Licensor (nor any of their respective owners, members, officers, employees or agents) shall be deemed to be an employee of the other. Each party acknowledges and agrees that it neither has given nor will give the appearance of impression or having any legal authority to bind or commit the other party in any way. Neither party to this Agreement shall be liable for the debts or obligations of the other. Licensor shall not have the power to hire or fire the persons Host hires to work at the Location.

14.8. Severability. If any portion of this Agreement shall be declared invalid by any order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter of this Agreement, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on either party or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.

14.9. Amendment, Consents and Approvals. This Agreement may only be amended or modified by a written agreement signed by both parties. Consents and approvals under this Agreement shall only be effective if in writing.

14.10 Force Majeure. The failure of a party hereof to comply with the terms and conditions hereof because of an act of God, labor strike, war, fire, earthquake, act of public enemies, action of federal, state or local government authorities, or for any reason beyond the reasonable control of such party, shall not be deemed a breach of this Agreement provided that the performing party restrained from performing by such force majeure condition notifies the other party of the existence and nature of such force majeure within five (5) days after the first occurrence of the same.

14.11. Authorship. It is agreed by the parties that the terms of this Agreement have been fairly bargained for after careful consideration by the parties; therefore, this Agreement shall be enforced, interpreted and construed without regard to its authorship, and no inference shall be drawn by the parties or any third party including any court, by virtue of its authorship.

14.12. Certain Rules of Construction. Notwithstanding the fact that certain references elsewhere in this Agreement to acts required to be performed by a named party omit to state that such acts shall be performed at such party's sole cost and expense, each and every act to be performed or obligation to be fulfilled by each party pursuant to this Agreement shall be performed or fulfilled at such party's sole cost and expense unless expressly stated to the contrary in the particular Article of this Agreement. The headings of Articles are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Articles nor in any way affect this Agreement. Each and all of the obligations, covenants, conditions and restrictions of this Agreement shall inure to the benefit of and be binding upon

and enforceable against, as the case may require, the successors and assigns of Licensor and Licensee. In this Agreement each of the neuter, feminine or masculine gender(s) includes the other or others, and the singular number includes the plural, wherever the context so requires. The "Including" as used in this Agreement shall not be used in an exclusive sense and instead shall have the meaning of "including without limitation."



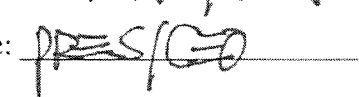
14.13. Specific Performance. Nothing contained in this Agreement shall be construed as or shall have the effect of abridging the right of either party to obtain specific performance of any and all of the covenants or obligations of the other party under this Agreement.

14.14 Compliance With Law. Licensee shall operate the Location in conformity with all applicable federal and state laws, statutes, regulations or ordinances subject to Licensee's right to appeal or seek judicial relief therefrom. Should Licensee appeal or seek judicial relief therefrom, it shall do so at its sole cost and expense (including the cost of its attorneys fees) and with Licensor's approval.

14.15 NO FRANCHISE. Licensee has more than two (2) years of prior management experience in operating food and beverage concessions operation in airport terminals like those described here and at the time this Agreement is entered. Host anticipates in good faith that the sales arising at the Location will represent no more than twenty percent (20%) of the dollar volume of Host's projected gross sales at all of its locations for at least one year after Host begins operating the Location.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GLADSTONE'S RESTAURANT

By: 
Name: 
Title: 

HOST INTERNATIONAL, INC.

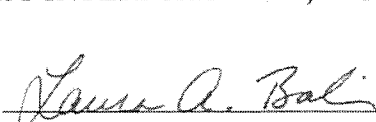
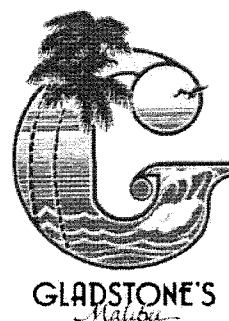
By: 
Name: Laura A. Babin
Secretary
Title: _____

EXHIBIT A
Operating Standards

1. Host shall maintain adequate facilities and qualified and courteous personnel to assure and perpetuate the quality and standards associated with Gladstone's Restaurant and the goodwill associated with the name. The food, beverages and merchandise sold and the services rendered by Host pursuant to the Agreement shall be sold and rendered with courtesy and with a view to securing complete customer satisfaction.
2. Wherever in the Agreement the written approval of Licensor is required, if written approval is obtained, Licensee shall not depart from or in any way alter the approved agreement, sample, advertising, procedure or other approved item without first obtaining the written approval of Licensor.
3. Licensee agrees that it is mandatory to maintain uniform standards of quality in food excellence and therefore agrees that it will at all times comply strictly with the menu, its contents and the quality of food, as it related to items described by Licensor, and there shall be no variance from its menu without first obtaining written permission from Licensor.
4. Licensor and its appointed representatives shall have the right, during all reasonable business hours and upon twenty-four (24) hours prior notice, to inspect the facilities of Licensee and to assure compliance with the quality control standards of Licensor. Inspection shall include, but is not limited to, inspection of the premises, equipment, inventory, food items, and operational and procedural methods.
5. Licensee shall comply with the training standards as set forth in and provided by Licensor's restaurant management training program. Licensee agrees that if Licensor requires further training of any Licensee employee, Licensee shall comply with that request.
6. Licensee agrees to operate the Location in accordance with and subject to the standards set forth in the Restaurant Concept. Licensee further agrees that it and its employees shall follow Licensor's restaurant Restaurant Concepts, standards and operations as set forth in the operating procedures manual provided to it by Licensor. Licensee and its employees shall adopt any subsequent changes made to the Restaurant Concept by Licensor.

EXHIBIT B
Gladstone's Restaurant Menu



LAX MENU

BREAKFAST

Filet and Eggs
Fishermans Breakfast
Juevos Rancheros
Baja Scramble
Lox Box
Oatmeal
Yogurt/ Fruit
Continental
Cinnamon Roll

SOUP/SALAD

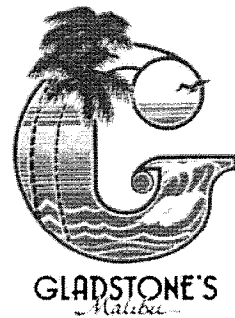
Clam Chowder
Crab Chowder (variable menu item)
Mixed Greens (variable menu item)
Caesar (add chicken/shrimp)
Cobb (seafood/chicken)
Caprese
Salmon Salad (Blue Wave)

APPETIZERS

Fried Calamari
Shrimp Cocktail
Ceviche (variable menu item)
Crab Cakes
Coconut Shrimp
Fried Oysters
Steamed Clam/Mussels (variable menu item)

SANDWICHES

Hamburger
Cheeseburger
Fish Tacos
Grilled Swordfish
Grilled Chicken
Grilled Ahi Tuna
Crabcake Sandwich
Lobster Roll
Crab Quesadilla (variable menu item)
Vegetable Quesadilla (variable menu item)
Oyster Po' Boy



ENTRÉE PASTAS

Grilled Vegetables (variable menu item)
Shrimp/scallops & tomato (variable menu item)
Dungeness Crab & green onion (variable menu item)

SEAFOOD ENTRÉE

Parmesan Halibut
Jerk Salmon
Fried Shrimp
Fish & Chips

GRILL

Alaskan Halibut
Alaskan/Atlantic Salmon
Ahi Tuna
Jumbo Shrimp
Idaho Trout (variable menu item)
Sea Scallops
Chicken Breast
8oz Filet of Beef

OTHER ITEMS

Lobster Tail, 6oz
Alaskan King Crab Legs
Maine Lobster, whole (variable menu item)
Dungeness Crab, whole (variable menu item)

DESSERT

Mile High Chocolate Cake
Key Lime Pie

SIDES

chips, coleslaw, rice, baked potato, mashed potato, steamed potato,
corn on the cob, mixed vegetables

ALSO

Bagged Peanuts

EXHIBIT 5

COPY OF PIKE LICENSE AGREEMENT

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of January __, 2003 between California Beach Restaurants, Inc., a California corporation (the "Licensor"), and Gladstone's 4 Fish, LLC, a California limited liability company (the "Licensee").

WITNESSETH

WHEREAS, Licensor has developed and owns a distinctive concept for restaurants (the "Restaurants"), and such restaurants are identified by certain service and trademarks owned by Licensor, including without limitation "Gladstone's" and "Gladstone's 4 Fish," that are set forth on the exhibit attached hereto as Exhibit A, as amended from time to time (together, the "Trademarks"); and

WHEREAS, Pendragon Partners, LLC ("Pendragon") and Licensor entered into a Master Agreement dated as of January __, 2003 (the "Master Agreement") pursuant to which Licensor granted Pendragon the right to develop up to three (3) Restaurants, through entities that it will form, at approved sites; and

WHEREAS, in accordance with the Master Agreement, Licensor has approved the development of a Restaurant located at the site specified in Exhibit A to The Pike at Rainbow Harbor Lease dated __, 2003 in the city of Long Beach, California (the "Approved Site"); and

WHEREAS, in furtherance of the Master Agreement, Licensor desires to grant to Licensee, and Licensee wishes to obtain from Licensor, a license, upon the terms and conditions contained herein, to the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF LICENSE

- 1.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, personal, fee-bearing, non-exclusive, non-sublicensable license to use the Trademarks, at the Approved Site, during the Term (as defined herein) solely in connection with the rendering, and advertising, of the Restaurant's restaurant services (hereinafter "the Services") and in connection with the sale of such goods as listed on Exhibit B hereto, as amended from time to time (collectively, the "Goods"). Licensee may amend Exhibit B following the date hereof, with the reasonable consent of Licensor, to add additional items. Licensor hereby reserves all rights not expressly licensed to Licensee in this Section 1.1.
- 1.2 During the Term, Licensor shall not, directly or indirectly, develop, operate, manage, own, or license, franchise or grant to any person or entity the right to develop, operate, manage or own, in whole or part, a Restaurant with the "Gladstone's" name and the same theme as the Restaurant owned by Licensor and located in Malibu within a ten (10) mile radius of the Approved Site.

2. LICENSE FEES, ROYALTIES AND REPORTING

- 2.1 Licensee shall pay to Licensor an initial license fee of \$100,000 (the "Initial Restaurant Fee") for the Restaurant to be developed by Licensee at the Approved Site. The Initial Restaurant Fee is due and payable by Licensee three (3) business days after Licensee receives written notice that the landlord for the Approved Site has consented to the assignment of the membership interests in Gladstone's, LLC to Licensee. The Initial Restaurant Fee is a non-refundable payment unless Pendragon or the Licensee shall abandon or terminate the development of the Restaurant as a result of the landlord of the Restaurant not being able to deliver the Restaurant in a form satisfactory to Licensee on a timely basis as provided under the lease for the Restaurant, in which event the Initial Restaurant Fee shall be repaid to Licensee within thirty (30) days of demand by Licensee. With respect to the foregoing sentence, Licensee shall promptly notify Licensor of events which reasonably indicate that the landlord of the Restaurant will not be able to deliver the Restaurant in a form satisfactory to Licensee on a timely basis as provided under the lease for the Restaurant; provided that Licensee's failure to provide the notice in the immediately preceding clause of this sentence shall not limit its right to receive a refund of the Initial Restaurant Fee under the circumstances specified in the immediately preceding sentence. The Initial Restaurant Fee also shall not be construed as an advance or credit against any future payment by Licensee or other obligation thereof.
- 2.2 Licensor also will receive as a royalty from Licensee an amount equal to one percent (1%) of Gross Sales from the Restaurant to be located at the Approved Site, which royalty shall increase to two percent (2%) of Gross Sales from the Restaurant which are in excess of \$5,000,000 during any calendar year. For purposes of this Agreement, "Gross Sales" shall mean the aggregate gross amount of all sales of food, beverages and other products and merchandise sold and services rendered in connection with such Restaurant, whether for cash or credit, but excluding (i) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authorities; (ii) service charges, gratuities and tips; (iii) all customer refunds and adjustments and promotional discounts made by such Restaurant.
- 2.3 Royalties shall be paid monthly within thirty (30) days after the close of each month or such payments will be subject to a penalty of one percent (1%) monthly interest.
- 2.4 On or before the 30th day of each month, Licensee shall provide Licensor with a monthly royalty report showing the Gross Sales, broken down by Services and by Goods, for the immediately preceding month, and calculating the royalty due thereon, with such detail as the Licensor shall reasonably request. Each report shall be signed and certified by a duly authorized officer of Licensee.
- 2.5 Licensee shall prepare and maintain, in accordance with standard industry practice, complete and accurate books of account and records containing all particulars which may be necessary for the purposes of (i) complying with the terms and conditions hereof, and (ii) determining Gross Sales and royalties. Licensee shall maintain such books and records at Licensee's principal place of business for a period of at least two years following termination or expiration of this Agreement. Licensor and its duly authorized representatives shall have the right upon reasonable advance notice during normal business hours to examine said books of account and records to the extent reasonably required to verify the amount of Gross Sales and the royalties payable with respect thereto. In addition, Licensor may cause an officer of Licensor or an independent public accountant which is mutually agreeable to Licensor and Licensee, upon reasonable advance notice to Licensee, but no more than one time in any calendar year, to examine the books of account and records described above to verify the accuracy of the statements submitted by Licensee. Licensor shall have the right to make copies and extracts, at its expense, of any such books and records. Such examination shall be at Licensee's expense; provided, however, that if such examination discloses an underpayment of the total royalty due to Licensor for any calendar year of three percent (3%) or more, then the expenses of such

examination shall be borne by Licensee upon the presentation by Licensor of adequate substantiation of such underpayment. Without limiting Licensor's rights under this Agreement or at law, if Licensor uncovers an error in Gross Sales or royalty computation due or payable to Licensor, Licensee agrees to pay immediately all sums due, together with a late payment charge calculated at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is less, calculated from the date payment was due until the date actually received by Licensor.

- 2.6 All payments under this Section 2 shall be denominated and paid in United States Dollars.

3. USE AND OWNERSHIP OF TRADEMARKS

- 3.1 Licensor warrants, and Licensee acknowledges and agrees, that Licensor is the owner of the Trademarks and all goodwill associated with the Trademarks, and that Licensee will do nothing inconsistent with such ownership. Licensee shall use the Trademarks in conformity with the logo, style and design (a) as provided in the attached Schedule 1, (b) as utilized by the Restaurant in Malibu owned by Licensor or (c) as approved in advance by Licensor, such approval not to be unreasonably withheld. Licensee shall acquire no right, title or interest in or to the Trademarks under this Agreement, and any and all use of the Trademarks by Licensee shall inure exclusively to the benefit of Licensor. Licensor shall have the sole and exclusive right to apply for and to obtain trademark registrations for any and all of the Trademarks, or any portion, variation, derivation or combination thereof. Licensee shall cooperate with Licensor in the preparation, execution, filing and prosecution of trademark applications.
- 3.2 Licensee shall not dispute or contest for any reason whatsoever, either directly or indirectly, during the Term or thereafter, the validity, ownership or enforceability of the Trademarks, or any portion, variation, derivation or combination thereof, including without limitation all registrations and pending applications therefor and any other rights and common law rights therein, nor directly or indirectly attempt to encumber any Trademark or acquire or damage the value of the brand image or goodwill associated with the Trademarks. Licensee shall not apply for registration or protection or seek to obtain ownership of any of the Trademarks, or any derivative, similar, combined or related mark, in any nation.
- 3.3 Licensee agrees that Licensor shall be entitled to and shall own solely and exclusively all of the results and proceeds of Licensee's works of authorship, designs, additions, modifications, marks (including goodwill) derivative works of or relating to the Trademarks for all purposes (including, without limitation, all right, title and interest throughout the universe of copyright, renewals and extensions of copyright, trademarks, trade-secrets, methods, inventions (whether patentable or not) designs and technology) (collectively, the "Material"), it being understood that for this purpose Licensor shall be deemed the author thereof, and Licensor shall have the right to distribute, change, exhibit, assign and otherwise exploit any works upon which Licensee works or has worked, in any media, anywhere, without restriction. The Materials shall be deemed a "work made-for-hire" and included within the definition of "Trademarks." If the Material or any part thereof shall ever be determined not to be a "work made-for-hire," Licensee hereby assigns to Licensor, throughout the universe in perpetuity, all right, title and interest in and to the Material (including, without limitation, the copyright, patent, trade secret and trademarks therein and all extensions and renewals thereof). Licensee shall indemnify, defend and hold harmless Licensor, and its employees, representatives, agents, subsidiaries and affiliates, against any claims, losses, damages or liabilities of any nature (including without limitation all reasonable attorney's fees and costs) which are threatened, brought against or are incurred by Licensor, its employees, representatives, agents, or affiliates, arising in connection with or resulting from any claim that the Material or any part thereof (excluding any claim that one of the Trademarks, in and of itself), infringes or violates the rights of any third party. The agreement of Licensee in the foregoing sentence shall survive the termination or expiration of this Agreement.

- 3.4 Licensee agrees to faithfully reproduce and not to remove, alter, cover, obscure, or obfuscate any copyright notice, trademark notice or symbol, service mark notice or symbol, or other proprietary rights notice or legends in or on the Trademarks or any other information supplied by Licensor hereunder, or any disclaimers, and shall insure that all such notices are reproduced on all copies of the Trademarks made by, for, or at the direction of Licensor; provided, however, that Licensee shall have the right to select (as is reasonable under the circumstances) the print size thereof. Licensee shall comply with reasonable directions given by Licensor from time to time regarding the form and placement of trademark notices and other proprietary rights notices.

4. QUALITY CONTROL.

- 4.1 Licensee agrees that the nature and quality of all Services rendered by Licensee and all Goods sold by Licensee in connection with the Trademarks shall conform to the reasonable standards set by Licensor. Without limiting the foregoing:
- (a) Licensee will use the Trademarks only for the Services and Goods at the Approved Site or for advertising the Restaurant. Licensee agrees that the Services, Goods and use of the Trademarks will be of the highest quality at least consistent with the integrity and image of Licensor.
 - (b) Licensee acknowledges that the maintenance of the quality of the Services and the Goods is a material condition of this Agreement. Accordingly, Licensee agrees to supply Licensor upon reasonable request with specimens of use and evidence of use of the Trademarks so that Licensor can monitor the quality of the Services and Goods offered under the Trademarks. Licensee shall comply with all applicable laws and regulations and obtain all governmental approvals pertaining to the sale, operation and advertising of Services and Goods.
 - (c) All materials and information submitted by Licensee to Licensor pursuant to this Section 4.1, which constitutes "Confidential Information" as defined in Section 5.3, shall be subject to, and Licensor's conduct with respect to such materials and information shall be governed by, the terms and conditions of Section 5.3.
 - (d) The Approved Site shall be used only and exclusively for the operation the Restaurant which shall be named "Gladstone's 4 Fish." The Restaurant and the Site, as constructed and operated, shall comply in all respects with all local state and Federal codes and regulations. The standards of operation of the Restaurant shall be consistent with the Restaurant located in Malibu and owned by Licensor. Licensee shall retain a licensed bonded professional pest and sanitation control service to perform monthly inspections of the Site for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed.
 - (e) Licensee agrees that, unless Licensor otherwise approves, which approval shall not be unreasonably withheld, in the event of any joint promotions involving the Restaurant or any corporate sponsorship relationship Licensee will make it reasonably clear that the Trademarks are not directly affiliated with or endorsing any product or service other than the Restaurant.
 - (f) All merchandise and Goods covered by this Agreement will be of high quality consistent with Licensor's standards and of such style, appearance and quality as to protect the Trademarks and the goodwill pertaining thereto and will be sold and promoted in

accordance with all applicable federal, state and local laws. Licensee further agrees not to knowingly sell, distribute or promote any damaged or defective Goods.

5. OBLIGATIONS OF PARTIES

The parties hereto agree that so long as this Agreement shall remain in force and effect

- 5.1 Licensee and Licensor shall each use reasonable efforts to obtain and/or maintain registrations for the Trademarks, in all circumstances for Licensor's exclusive benefit and ownership.
- 5.2 Licensee acknowledges and agrees that Licensor shall not have any involvement in or responsibility for the operation or administration of the Restaurant. Licensor shall loan to Licensee one (1) copy of any and all manuals, to the extent any such manuals exist (the "Manuals"), Licensor has developed in connection with the development and operation of Restaurants including without limitation, training manuals, operations manuals and development manuals and all updates thereto or modifications, but excluding any employee handbooks or similar materials. The Manuals shall at all times remain the sole property of Licensor and shall promptly be returned to Licensor upon Licensor's demand. Licensee shall have the right to use any or all of the information contained in the Manuals with respect to its operation of the Restaurant, but shall have no obligation hereunder to use, or comply with, the Manuals. Licensee acknowledges and agrees that Licensor has made no representation or warranty with respect to the Manuals, that any decision of Licensee to use or comply with any or all of the Manuals shall be made at the sole discretion and responsibility of Licensee after due investigation and consultation with Licensee's legal counsel or as otherwise appropriate, and that Licensee shall indemnify, defend and hold harmless Licensor, and its employees, representatives, agents, subsidiaries and affiliates, against any claims, losses, damages or liabilities of any nature (including without limitation all reasonable attorney's fees and costs) which are threatened, brought against or are incurred by Licensor, its employees, representatives, agents, or affiliates, arising from any use of, or compliance with, any portion of the Manuals by Licensee, or any of its agents, representatives, or assignees. The agreement of Licensee in the foregoing sentence shall survive the termination or expiration of this Agreement.
- 5.3 Licensor shall not be responsible for the development, construction or operation of the Restaurant, including, without limitation, the adequacy or coordination of any plans or specifications, the structures or systems, compliance with any applicable laws, or obtaining any permits, all of which shall be the sole responsibility, and at the sole risk, of Licensee.
- 5.4 Each party (the "Receiving Party") may receive confidential business information and know-how (the "Confidential Information") from the other (the "Disclosing Party"). The Receiving Party agrees that it will not use the Confidential Information of the Disclosing party outside the scope of this Agreement and shall treat as confidential all of the Disclosing Party's Confidential Information and not disclose it to any unauthorized person. This provision shall not restrict the disclosure or use of Confidential Information which (i) was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the Receiving Party; (ii) was, at the time of receipt, otherwise known to the Receiving Party; (iii) becomes known to the Receiving Party from a source other than the Disclosing Party, which source, to the Receiving Party's knowledge, was under no contractual, fiduciary or other obligation to keep such information confidential; (iv) is independently developed by the Receiving Party without the use or benefit of the Confidential Information disclosed to it hereunder; (v) is known to those in the restaurant industry; or (vi) is required by law, regulation, or court or government order. This obligation shall continue in force after the termination of this Agreement, and the Receiving Party agrees that in the event it breaches this provision, the Disclosing Party shall be entitled to injunctive relief as well as any monetary damages which it has suffered as a result of such breach.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date first set forth above and shall continue throughout the term of the lease for the Restaurant at the Approved Site and any extensions or renewals of such lease and during the term of any new leases for the Restaurant at the Approved Site.
- 6.2 This Agreement and all rights granted by Licensor to Licensee hereunder may be terminated immediately by Licensor upon notice to Licensee in the event of any of the following:
- (a) The filing by Licensee for protection under any bankruptcy or insolvency laws or comparable laws of any jurisdiction, or the execution of an assignment by Licensee for the benefit of creditors, or the failure of Licensee to vacate an involuntary bankruptcy or reorganization petition filed against it or the appointment of a receiver, trustee, liquidator, sequestrator, or other custodian for Licensee within 60 days from the date of such filing or appointment;
 - (b) The failure of Licensee to comply with or observe any material provision of this Agreement, including, but not limited to, the obligation to pay royalties, and such failure continues for at least 30 days (15 days for the failure to pay royalties) after Licensor shall have given written notice thereof to Licensee, which specifies with particularity such failure, unless such failure cannot be cured within such 30 day period, in which event the termination event described in this subparagraph shall instead be that Licensee shall not have commenced and taken material steps in furtherance of the prosecution of a cure for such failure within such 30 days and thereafter used its continued best efforts to prosecute a cure in the most expeditious manner possible;
 - (c) Licensee attempts to sublicense or assign any of its rights or obligations under this Agreement to any person or entity in violation of Section 11.1.
 - (d) Pendragon or the Licensee shall abandon or terminate (for a period of at least 60 continuous days) the development or operation of the Restaurant.
 - (e) Pendragon or the Licensee shall abandon or terminate the development of the Restaurant as a result of the landlord of the Restaurant not being able to deliver the Restaurant in a form satisfactory to Licensee on a timely basis as provided under the lease for the Restaurant.

7. EFFECT OF TERMINATION

- 7.1 Upon the termination of this Agreement in accordance with Section 6.2, except as set forth in Sections 2.1, 5.4 and 7.2 herein, any and all rights of Licensee under this Agreement, including, without limitation, the rights to use the Trademarks and the Manuals will immediately cease, and Licensee will immediately and forever discontinue the use of all Trademarks and the pursuit, manufacture, sale and/or distribution of all media, products, and services and advertising for them. In addition, Licensee will: (i) execute promptly, upon request, a written abandonment of all rights which it may have in the Trademarks; and (ii) take any further reasonable steps or action reasonably required by Licensor for establishing that Licensee has or claims no rights in connection with the Trademarks.
- 7.2 Within 20 days after the date of termination of this Agreement in accordance with Section 6.2 (the "Termination Date"), Licensee shall provide Licensor with a written inventory of all Goods currently in its stock as of the Termination Date (the "Inventory"). Licensee shall have the right to sell off the Inventory at its normal prices for a period of three (3) months after the Termination Date. After the

three (3) month sell-off period, Licensee agrees at the discretion of Licensor to either deliver to Licensor or to destroy all remaining unsold Goods and all packaging and advertising, as well as all materials and devices used solely to manufacture the Goods and packaging, and, in the event any such items are destroyed, to certify their destruction to Licensor specifying the number of each destroyed. Licensee shall have no obligation to pay a royalty on any such unsold and destroyed products.

- 7.3 Any and all rights acquired by Licensee by reason of this Agreement shall automatically vest in Licensor without the need for any further act. However, the termination of this Agreement shall not terminate the obligations of Licensee hereunder, and all royalty obligations shall become immediately due and payable.
- 7.4 Upon termination in accordance with Section 6.2 of this Agreement, Licensee agrees to immediately deliver to Licensor, at no cost, all materials relating to the Trademarks, including without limitation all artwork, prototypes and the like.
- 7.5 Licensee shall not be entitled to claim from Licensor any damages or compensation for losses or expenses incurred or for lost profits.
- 7.6 The provisions of Sections 2, 3, 5, 7, 8, 9, 10 and 11 of this Agreement shall survive the termination of this Agreement, regardless of the reasons therefor.

8. TRADEMARK INFRINGEMENT

- 8.1 With respect to any charge or claim that any Trademark infringes any valid trademark of a third party or that the Trademarks are infringed by a third party, Licensee agrees that it will promptly notify Licensor in writing of any infringement of any of the Trademarks by a third party when such infringement comes to the attention of Licensee, and of any claim, suit or court action which may be brought against Licensee or Licensor by a third party because of Licensee's use of the Trademarks.
- 8.2 Licensor shall have the right, but not the obligation, at its sole cost and expense, to sue for any infringement of the Trademarks and to intervene as a party in any suit concerning any of the Trademarks. Licensee shall reasonably cooperate and assist Licensor in connection with any such litigation and Licensor shall reimburse Licensee for any reasonable out-of-pocket costs and expenses incurred by him in connection therewith. Licensee will not institute any suit or take any action on account of any infringement without first obtaining Licensor's written consent to do so, which consent will not be unreasonably withheld. If consent is so provided, Licensee shall be entitled to retain any monetary recovery received by it in connection with any such action, including without limitation damages, costs or other amounts. In the event any third party commences or threatens to commence a legal action, suit or proceeding against Licensee alleging that its use of any of the Trademarks in accordance with the terms of this Agreement infringes or violates any right of such third party, Licensee shall promptly notify Licensor in writing. Licensor shall promptly assume Licensee's defense and Licensor shall defend, indemnify and hold harmless Licensee and its managers, members, officers, directors, shareholders, employees and representatives from any and all judgments, liabilities, costs, damages or expenses, including, without limitation, attorneys' fees in connection therewith. Licensee shall have the right to participate in the defense of any such claims, demands and lawsuits, with counsel of its choosing and at its expense. Licensee shall not settle or compromise any action without the prior written consent of the Licensor. Licensee and Licensor shall assist and cooperate fully with each other in connection with any infringement action.

9. LIMITATION OF LIABILITY

- 9.1 Under no circumstances will Licensor be liable to Licensee for any damages or liabilities payable by Licensee, including damages or liabilities which Licensee may incur to its customers or other third parties, whether in contract, breach of warranty, or tort in any amount greater than the amounts paid to Licensor under this Agreement within the preceding 18 months. Notwithstanding anything to the contrary contained herein, in no event will either party be liable to the other for any special, punitive, indirect, consequential or incidental damages of any kind, nor for lost profits or other economic loss or interruption of business.

10. INDEMNIFICATION AND INSURANCE

- 10.1 Licensee agrees to indemnify, defend and hold harmless Licensor, and its shareholders, directors, employees, representatives, agents, subsidiaries and affiliates, against any claims, losses, damages or liabilities of any nature (including without limitation all reasonable attorney's fees and costs) which are threatened, brought against or are incurred by Licensor, its employees, representatives, agents, or affiliates, arising from any actions, omissions or representations, covenants or agreements of Licensee, or any of its agents, representatives, or assignees or in connection with the pursuit, manufacture, promotion, marketing, advertisement, distribution and sale of the Services and Goods or other action whatsoever, including, but not limited to, any breach of this Agreement by Licensee; provided, however, that Licensee shall not be required to indemnify Licensor with respect to any claims by third parties that Licensee's use of the Trademarks in and of themselves alone in accordance with the terms of this Agreement infringe on any rights of such third party.
- 10.2 Licensor agrees to indemnify, defend and hold harmless Licensee, and its members, managers, officers, employees, representatives, agents, subsidiaries and affiliates, against any claims, losses, damages or liabilities of any nature (including without limitation all reasonable attorney's fees and costs) which are threatened, brought against or are incurred by Licensee, its officers, employees, representatives, agents, subsidiaries or affiliates, arising from any breach of this Agreement by Licensor, or from any claims by third parties that Licensee's use of the Trademarks in and of themselves alone in accordance with the terms of this Agreement infringes on the rights of such third party.
- 10.3 Licensee shall procure at its expense, prior to the opening of the Restaurant but not later than such time as is required by the lease for the Restaurant, and maintain in full force and effect thereafter during the Term, an insurance policy or policies, written by an insurance company with a rating of not less than "A" as rated in the most current available "Best's Insurance Guide" or similar rating from a similar rating source, protecting Licensee and Licensor, and their officers, directors, partners and employees against any loss, liability, personal injury, death, or property damage or expenses whatsoever arising or occurring upon or in connection with the business operated by Licensee, which includes the operations of the Restaurant, with coverage limits of not less than Three Million Dollars (\$3,000,000). Licensor shall be named as an additional insured in such policy or policies. The insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance which may be maintained by Licensor. A certificate of insurance showing compliance with the foregoing requirements shall be furnished by Licensee to Licensor within 10 days following the date such insurance is required to be procured hereunder. If available, such certificate shall state said policy or policies will not be cancelled or altered without at least thirty (30) days prior written notice to Licensor. Should Licensee, for any reason, not procure and maintain such insurance coverage as required by this Agreement, Licensor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance coverage and to charge same to Licensee, which charges shall be payable by Licensee immediately upon notice. Each of the agreements in this Section constitutes a material obligation of Licensee under this Agreement.

11. MISCELLANEOUS

- 11.1 Licensee shall not have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Licensee acknowledges and agrees that Licensor's withholding its consent to a proposed assignment will not be unreasonable if (a) the proposed assignee or its affiliates is a competitor of Licensor or (b) Licensee has not provided Licensor with reasonable evidence supporting the proposed assignee's adequate financial wherewithal and sufficient hospitality industry expertise, in each case, to operate Licensee's business as contemplated herein. Any transaction or series of transactions resulting in the change in ownership, directly or indirectly, of more than 50% of the outstanding equity securities of Licensee shall be deemed an assignment hereunder. Licensor shall have the right to assign its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of each of the parties hereto.
- 11.2 No inaction or failure on the part of any party to enforce the provisions of this Agreement is to be construed as a waiver of its rights hereunder. No waiver by any party in any instance or at any time of any of its rights under this Agreement shall preclude or estop such party from invoking such right in any other instance or at any other time.
- 11.3 This Agreement may not be modified, amended or waived except by an instrument in writing signed in advance by the authorized representatives of each of the parties.
- 11.4 Any notices which either party desires to give to the other party under the terms of this Agreement shall be in writing and sent by certified mail, overnight courier or hand delivery, to the address set forth below for each party:

If to Licensor: California Beach Restaurants, Inc.
17383 Sunset Blvd., Suite 140
Pacific Palisades, CA 90272
Attention: Chief Executive Officer

If to Licensee: Gladstone's 4 Fish, LLC
10728 Wellworth Avenue
Los Angeles, CA 90024
Attention: John Sangmeister, President

Notice by hand delivery shall be deemed given on the date of receipt, notice by overnight mail shall be deemed given on the next business day and notice by certified mail shall be deemed given three (3) business days after mailing. By notice given hereunder, either party may change its address for purposes of receiving notices hereunder.

- 11.5 This Agreement will be governed and construed in accordance with the substantive laws of California without regard to its conflicts of laws provisions. Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.
- 11.6 In respect to any controversy arising out of or relating to this Agreement, Licensor and Licensee consent to the exclusive jurisdiction and venue of the state and federal courts located in Los Angeles, California in which to bring suit or defend any action for any claim arising hereunder, and for all

purposes in connection with such controversy the parties agree that any process or notice of motion or other application to such court in connection therewith may be served in or out of the jurisdiction of such court by personal service. The parties hereto consent to the jurisdiction of such courts, waive any defense which they otherwise might have based on lack of jurisdiction and/or improper venue and agree to accept the service of process by certified mail at the address set forth in Section 11.4 above. Except as provided in Section 11.8, neither party shall bring such suit without first seeking to meet with the other party over a fourteen (14) day period in a good faith effort to resolve any controversy. If any legal action or other proceeding is brought by any party for the enforcement of this Agreement because of any alleged breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorneys' fees and other costs and expenses incurred in connection therewith, in addition to any other relief to which it might be entitled.

- 11.7 Licensee and Licensor are independent parties. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- 11.8 Licensee acknowledges that money damages alone are not an adequate remedy for any breach by Licensee of any provision of this Agreement. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Licensee agrees and consents that Licensor, in addition to all other remedies, shall have the right to immediately seek, obtain and enforce injunctive relief prohibiting the breach or compelling specific performance without the need to post any bond or for any other undertaking, including without limitation proving the inadequacy of monetary damages.
- 11.9 This Agreement, including the Schedules attached hereto, constitutes the entire and exclusive agreement between the parties and supersedes all prior written or oral agreements, representations or communications between the parties relating to the subject matter of this Agreement.
- 11.10 This Agreement may be signed in one or more counterparts, each of which constitutes an original, but altogether such counterparts constitute only one agreement.

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

CALIFORNIA BEACH RESTAURANTS, INC.

By: _____
Alan Redhead, President

GLADSTONE'S 4 FISH, LLC

By: _____
John Sangmeister, President

SCHEDULE 1**Trademark Summary**

The following is a summary of trademark registrations and applications for the "GLADSTONE'S" trademark:

| TYPE | TRADEMARK/SERVICE MARK | REGISTRATION NO. | REGISTRATION DATE |
|------|------------------------------------|------------------|----------------------|
| U.S. | G (stylized) | 1,477,188 | 02/16/88 |
| U.S. | GLADSTONE'S 4 FISH (and Design) | 1,426,956 | 01/27/87 |
| U.S. | GLADSTONE'S (stylized) | 1,337,282 | 05/21/85 |
| Cal. | GLADSTONE'S | 21,915 | 01/10/85 |
| Cal. | GLADSTONE'S 4 FISH | 24,923 | 11/07/85 |

EXHIBIT B

LIST OF GOODS

1. T-shirts, sweatshirts and caps.
2. Beach towels, key-chains, bags of peanuts, mugs, and drinking glasses.

Client Reference: n/a

Date Generated: June 03, 2016

Full Record



G GLADSTONE'S MALIBU and Design

US Federal
uf 1

Status: Renewed

Affidavit(s): 8 & 15

Last Status Received: Renewed, January 9, 2011

Most Recent Owner:

California Beach Restaurants, Inc. (California Corp.)

Goods/Services:

Int'l Class(es): 21 (U.S. Class: 2, 13, 23, 29, 30, 33, 40, 50)

Cancelled - Sec. 8

[glass products, namely, mugs and drinking glasses]

First Use: April 1, 1996

In Commerce: April 1, 1996

Int'l Class(es): 24 (U.S. Class: 42, 50)

Cancelled - Sec. 8

[textile products, namely, beach towels]

First Use: April 1, 1996

In Commerce: April 1, 1996

Int'l Class(es): 25 (U.S. Class: 22, 39)

Clothing, namely, t-shirts,[and caps]

First Use: April 1, 1996

In Commerce: April 1, 1996

APPLICATION / REGISTRATION INFO.

Registration No.:2418549

Registered:January 9, 2001

Serial No.:75-418709

Filed:January 15, 1998

Published:July 27, 1999

Design Code:031509, 031519, 050103, 050110, 261702

Trademark Type:Semi-Figurative

Last Renewal:January 09, 2011

Publications:

1999-31

Section:Publication Date of Application

Published:July 27, 1999

Register Type:Principal Register

ADDITIONAL INFO.**Correspondence Address:**

RACHELLE A. DUBOW, ESQ. MORGAN, LEWIS & BOCKIUS LLP
1 FEDERAL STREET BOSTON MA 02110

Disclaimer:

"MALIBU"

History:

Effective Date:January 09, 2011

Events:

January 7, 2015 - Attorney Revoked And/Or Appointed
January 7, 2015 - TEAS Revoke/Appoint Attorney Received
May 14, 2011 - REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)
May 14, 2011 - Registered - Sec. 8 (10-Yr) Accepted/Sec. 9 Granted
May 3, 2011 - TEAS Section 8 & 9 Received
August 4, 2007 - Registered - Partial Sec. 8 (6 - Yr) Accepted & Sec. 15 ACK
August 2, 2007 - Assigned to Paralegal
July 9, 2007 - Registered - Sec. 8 (6-Yr) & Sec. 15 Filed
July 9, 2007 - TEAS Section 8 & 15 Received
October 19, 2006 - Attorney Revoked And/Or Appointed
October 19, 2006 - TEAS Revoke/Appoint Attorney Received
July 17, 2006 - Case File in TICRS
July 6, 2004 - TEAS Change of Correspondence Received
January 9, 2001 - Registered-Principal Register
August 4, 1999 - Extension of Time to Oppose Received
July 27, 1999 - Published For Opposition
June 25, 1999 - Notice of Publication
March 12, 1999 - Approved for Pub - Principal Register
February 17, 1999 - Correspondence Received in law office
September 11, 1998 - Non-Final Action Mailed
August 25, 1998 - Assigned to Examiner

TradeMark status details:RENEWED

Other registration numbers:1,337,282, 1,426,956, 1,477,188

OWNER INFORMATION**Registrant:**

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

Owner At Publication:

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

Applicant:

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

ASSIGNMENT HISTORY

Assignee

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES & HARBORS 13837 FIJI
WAY MARINA DEL REY, CALIFORNIA 90292

Recorded:April 15, 2005

Assigned:March 29, 2005

Reel/Frame:3067/0117

Action:SECURITY INTEREST

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

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G GLADSTONE'S MALIBU and Design

US Federal
uf 2

Status: Renewed

Affidavit(s): 8 & 15

Last Status Received: Renewed, November 13, 2011

Most Recent Owner:

California Beach Restaurants, Inc. (California Corp.)

Goods/Services:

Int'l Class(es): 42 (U.S. Class: 100, 101)

Providing restaurant services

First Use: April 1, 1996

In Commerce: April 1, 1996

APPLICATION / REGISTRATION INFO.

Registration No.:2506092

Registered:November 13, 2001

Serial No.:76-079489

Filed:June 27, 2000

Published:August 21, 2001

Design Code:031519, 031524, 031525, 050103

Trademark Type:Semi-Figurative

Last Renewal:November 13, 2011

Publications:

2001-34

Section:Publication Date of Application

Published:August 21, 2001

Register Type:Principal Register

ADDITIONAL INFO.

Correspondence Address:

RACHELLE A. DUBOW, ESQ. MORGAN, LEWIS & BOCKIUS LLP
1 FEDERAL STREET BOSTON MA 02110

Description:

English

THE LINING IN THE MARK IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.;

Disclaimer:

"MALIBU"

History:

Effective Date:November 13, 2011

Events:

January 7, 2015 - Attorney Revoked And/Or Appointed
January 7, 2015 - TEAS Revoke/Appoint Attorney Received
May 6, 2011 - REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)
May 6, 2011 - Registered - Sec. 8 (10-Yr) Accepted/Sec. 9 Granted
May 3, 2011 - TEAS Section 8 & 9 Received
June 2, 2008 - Registered - Sec.8 (6-Yr) Accepted & Sec.15 ACK.
June 2, 2008 - Assigned to Paralegal
May 13, 2008 - TEAS Section 8 & 15 Received
January 10, 2007 - Case File in TICS
October 19, 2006 - Attorney Revoked And/Or Appointed
October 19, 2006 - TEAS Revoke/Appoint Attorney Received
July 6, 2004 - TEAS Change of Correspondence Received
November 13, 2001 - Registered-Principal Register
August 21, 2001 - Published For Opposition
August 1, 2001 - Notice of Publication
December 29, 2000 - Approved for Pub - Principal Register
December 8, 2000 - Examiner's Amendment Mailed
November 22, 2000 - Assigned to Examiner

TradeMark status details:RENEWED

Other registration numbers:1,337,282, 1,426,956, 1,477,188

OWNER INFORMATION

Registrant:

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

Owner At Publication:

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

Applicant:

CALIFORNIA BEACH RESTAURANTS, INC. (CALIFORNIA CORP.)
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC PALISADES, CALIFORNIA 90272 CA

ASSIGNMENT HISTORY

Assignee

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES & HARBORS 13837 FIJI
WAY MARINA DEL REY, CALIFORNIA 90292

Recorded:April 15, 2005

Assigned:March 29, 2005

Reel/Frame:3067/0117

Action:SECURITY INTEREST

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

Gladstone's

GLADSTONE'S (Stylized)

US Federal
uf 3

Status: Cancelled

Affidavit(s): 8 & 15, October 08, 1991

Last Status Received: Cancelled - Sec. 8 Principal Register - Sec. 2(F), February 25, 2006

Most Recent Owner:

California Beach Restaurants, Inc. (California Corp.)

Goods/Services:

Int'l Class(es): 42 (U.S. Class: 100)

Restaurant services

First Use: April, 1974

In Commerce: April, 1974

APPLICATION / REGISTRATION INFO.

Registration No.:1337282

Registered:May 21, 1985

Serial No.:73-446005

Filed:September 30, 1983

Published:March 12, 1985

Trademark Type:Stylized characters

Publications:

1985-11

Section:Publication Date of Application

Published:March 12, 1985

Register Type:Principal Register - Sec. 2(F)

ADDITIONAL INFO.

Correspondence Address:

DIANE M. LAMBILLOTTE BINGHAM MCCUTCHEN LLP

THREE EMBARCADERO CENTER, SUITE 1800 SAN FRANCISCO CA 94111

Events:

February 25, 2006 - Cancelled Sec.8 (10-Yr)/Expired Section 9

July 6, 2004 - TEAS Change of Correspondence Received

October 8, 1991 - Registered - Sec.8 (6-Yr) Accepted & Sec.15 ACK.

May 21, 1991 - Registered - Sec. 8 (6-Yr) & Sec. 15 Filed

May 21, 1985 - Registered-Principal Register

March 12, 1985 - Published For Opposition

March 1, 1985 - Notice of Publication

January 31, 1985 - Notice of Publication

January 14, 1985 - Approved for Pub - Principal Register

January 14, 1985 - Assigned to Examiner
October 5, 1984 - Correspondence Received in law office
October 3, 1984 - Correspondence Received in law office
April 3, 1984 - Non-Final Action Mailed
March 19, 1984 - Assigned to Examiner

TradeMark status details:CANCELLED - SEC. 8 PRINCIPAL REGISTER - SEC. 2(F)

OWNER INFORMATION

1st New Owner After Registration:

SEA VIEW RESTAURANTS, INC. (CALIFORNIA CORP.)
17300 PACIFIC COAST HIGHWAY PACIFIC PALISADES, CALIFORNIA 90272 CA

Registrant:

MORFOOD 'N FUN, INCORPORATED (DELAWARE CORP.)
17300 PACIFIC COAST HWY. PACIFIC PALISADES, CALIFORNIA 90272 DE

Owner At Publication:

MORFOOD 'N FUN, INCORPORATED (DELAWARE CORP.)
17300 PACIFIC COAST HWY. PACIFIC PALISADES, CALIFORNIA 90272 DE

Applicant:

MORFOOD 'N FUN, INCORPORATED (DELAWARE CORP.)
17300 PACIFIC COAST HWY. PACIFIC PALISADES, CALIFORNIA 90272 DE

ASSIGNMENT HISTORY

Assignee

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES & HARBORS 13837 FIJI
WAY MARINA DEL REY, CALIFORNIA 90292

Recorded:April 15, 2005

Assigned:March 29, 2005

Reel/Frame:3067/0117

Action:SECURITY INTEREST

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

Assignee

SEA VIEW RESTAURANTS, INC.
17300 PACIFIC COAST HIGHWAY PACIFIC
PALISADES, CALIFORNIA 90274

Recorded:April 27, 1998

Assigned:January 20, 1998

Reel/Frame:1722/0750

Action:RELEASE OF TRADEMARK ASSIGNMENT

Assignor

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, AS SUCCESSOR IN INTEREST BY
MERGER TO SECURITY PACIFIC NATIONALBANK

Assignee

CALIFORNIA BEACH RESTAURANTS, INC.
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:November 12, 1997

Assigned:October 30, 1997

Reel/Frame:1659/0581

Action:ASSIGNMENT OF A PART OF ASSIGNOR
INTEREST

Assignor

SEA VIEW RESTAURANTS, INC.

Assignee
SEA VIEW RESTAURANTS, INC.
SUITE 140 17383 SUNSET BOULEVARD PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:November 12, 1997
Assigned:October 30, 1997
Reel/Frame:1659/0566
Action:LICENSE

Assignor
CALIFORNIA BEACH RESTAURANTS, INC.

Assignee
BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION
9TH FL. 333 S. BEAUDRY AVE. LOS ANGELES,
CALIFORNIA 90017

Recorded:May 12, 1995
Assigned:December 22, 1994
Reel/Frame:1361/0901
Action:AMENDMENT AND CONFIRMATION OF
SECURITY AGREEMENTS

Assignor
SEA VIEW RESTAURANTS, INC.

Assignee
SECURITY PACIFIC NATIONAL BANK
333 SOUTH HOPE STREET LOS ANGELES,
CALIFORNIA 90071

Recorded:April 17, 1990
Assigned:April 2, 1990
Reel/Frame:0707/0659
Action:SECURITY INTEREST

Assignor
SEA VIEW RESTAURANTS, INC.
PACIFIC PALISADES, CALIFORNIA

Assignee
SEA VIEW RESTAURANTS, INC.
17300 PACIFIC COAST HIGHWAY PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:May 14, 1990
Assigned:March 29, 1990
Reel/Frame:0711/0379
Action:ASSIGNS THE ENTIRE INTEREST AND
GOODWILL

Assignor
JOJOS RESTAURANTS, INC.
IRVINE, CALIFORNIA

Assignee
JOJOS RESTAURANTS, INC.
IRVINE, CALIFORNIA

Recorded:August 7, 1986
Assigned:August 6, 1986
Reel/Frame:0537/0159
Action:ASSIGNS THE ENTIRE INTEREST AND THE
GOOD WILL EFFECTIVE AS OF OCT. 3, 1983

Assignor
MORFOOD'N FUN, INC.
PACIFIC, PALISADES, CALIFORNIA



GLADSTONE'S 4 FISH

G GLADSTONE'S 4 FISH and Design

US Federal
uf 4

Status: Cancelled

Affidavit(s): 8 ACCEPTED, April 08, 1993

Last Status Received: Cancelled - Sec. 8, March 29, 2011

Most Recent Owner:

California Beach Restaurants, Inc. (California Corp.)

Goods/Services:

Int'l Class(es): 42 (U.S. Class: 100)

Restaurant services

First Use: April, 1972

In Commerce: April, 1972

APPLICATION / REGISTRATION INFO.

Registration No.:1426956

Registered:January 27, 1987

Serial No.:73-566483

Filed:November 1, 1985

Published:November 04, 1986

Design Code:031909, 031925, 270303

Trademark Type:Semi-Figurative

Publications:

1986-45

Section:Publication Date of Application

Published:November 04, 1986

Register Type:Principal Register

ADDITIONAL INFO.

Correspondence Address:

DIANE M. LAMBILLOTTE BINGHAM MCCUTCHEN LLP
THREE EMBARCADERO CENTER SAN FRANCISCO CA 94111

Description:

English

THE LINING OR STIPPLING IN THE MARK IN THE DRAWING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.;

Disclaimer:

"FISH"

Events:

March 29, 2011 - Cancelled Sec. 8 (10-Yr)
August 21, 2007 - Post Registration Action Mailed - Sec. 8 & 9
August 14, 2007 - Assigned to Paralegal
July 25, 2007 - Registered - Combined Section 8 (10-Yr) & Sec. 9 Filed
July 25, 2007 - TEAS Section 8 & 9 Received
November 21, 2006 - Case File in TICS
October 19, 2006 - Attorney Revoked And/Or Appointed
October 19, 2006 - TEAS Revoke/Appoint Attorney Received
July 6, 2004 - TEAS Change of Correspondence Received
April 8, 1993 - Registered - Sec. 8 (6-Yr) Accepted
January 19, 1993 - Registered - Sec. 8 (6-Yr) & Sec. 15 Filed
January 27, 1987 - Registered-Principal Register
November 4, 1986 - Published For Opposition
October 5, 1986 - Notice of Publication
August 26, 1986 - Approved for Pub - Principal Register
August 7, 1986 - Correspondence Received in law office
February 11, 1986 - Non-Final Action Mailed
January 22, 1986 - Assigned to Examiner

TradeMark status details:CANCELLED - SEC. 8

Other registration numbers:1,337,282

OWNER INFORMATION

1st New Owner After Registration:

SEA VIEW RESTAURANTS, INC. (CALIFORNIA CORP.)
PACIFIC PALISADES, CALIFORNIA CA

Registrant:

JOJOS RESTAURANTS, INC. (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

Owner At Publication:

JOJOS RESTAURANTS, INC. (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

Applicant:

JOJOS RESTAURANTS, INC. (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

ASSIGNMENT HISTORY

Assignee

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES & HARBORS 13837 FIJI
WAY MARINA DEL REY, CALIFORNIA 90292

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

Assignee

SEA VIEW RESTAURANTS, INC.

Recorded:April 15, 2005

Assigned:March 29, 2005

Reel/Frame:3067/0117

Action:SECURITY INTEREST

Recorded:April 27, 1998

Assigned:January 20, 1998

17300 PACIFIC COAST HIGHWAY PACIFIC
PALISADES, CALIFORNIA 90274

Reel/Frame:1722/0750
Action:RELEASE OF TRADEMARK ASSIGNMENT

Assignor

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, AS SUCCESSOR IN INTEREST BY
MERGER TO SECURITY PACIFIC NATIONALBANK

Assignee

CALIFORNIA BEACH RESTAURANTS, INC.
17383 SUNSET BOULEVARD, SUITE 140 PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:November 12, 1997

Assigned:October 30, 1997

Reel/Frame:1659/0581

Action:ASSIGNMENT OF A PART OF ASSIGNOR
INTEREST

Assignor

SEA VIEW RESTAURANTS, INC.

Assignee

SEA VIEW RESTAURANTS, INC.
SUITE 140 17383 SUNSET BOULEVARD PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:November 12, 1997

Assigned:October 30, 1997

Reel/Frame:1659/0566

Action:LICENSE

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

Assignee

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION
9TH FL. 333 S. BEAUDRY AVE. LOS ANGELES,
CALIFORNIA 90017

Recorded:May 12, 1995

Assigned:December 22, 1994

Reel/Frame:1361/0901

Action:AMENDMENT AND CONFIRMATION OF
SECURITY AGREEMENTS

Assignor

SEA VIEW RESTAURANTS, INC.

Assignee

SECURITY PACIFIC NATIONAL BANK
333 SOUTH HOPE STREET LOS ANGELES,
CALIFORNIA 90071

Recorded:April 17, 1990

Assigned:April 2, 1990

Reel/Frame:0707/0659

Action:SECURITY INTEREST

Assignor

SEA VIEW RESTAURANTS, INC.
PACIFIC PALISADES, CALIFORNIA

Assignee

SEA VIEW RESTAURANTS, INC.
17300 PACIFIC COAST HIGHWAY PACIFIC
PALISADES, CALIFORNIA 90272

Recorded:May 14, 1990

Assigned:March 29, 1990

Reel/Frame:0711/0379

Action:ASSIGNS THE ENTIRE INTEREST AND
GOODWILL

Assignor

JOJOS RESTAURANTS, INC.
IRVINE, CALIFORNIA



G and Design

US Federal
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Status: Cancelled

Affidavit(s): 8 & 15, July 08, 1994

Last Status Received: Cancelled - Sec. 8, November 21, 2008

Most Recent Owner:

California Beach Restaurants, Inc. (California Corp.)

Goods/Services:

Int'l Class(es): 42 (U.S. Class: 100)

Restaurant services

First Use: March 16, 1987

In Commerce: March 16, 1987

APPLICATION / REGISTRATION INFO.

Registration No.:1477188

Registered:February 16, 1988

Serial No.:73-665240

Filed:June 8, 1987

Published:November 24, 1987

Design Code:010525, 031509, 031519, 050103, 060303

Trademark Type:Semi-Figurative

Publications:

1987-48

Section:Publication Date of Application

Published:November 24, 1987

Register Type:Principal Register

ADDITIONAL INFO.

Correspondence Address:

DIANE M. LAMBILLOTTE BINGHAM MCCUTCHEN LLP
THREE EMBARCADERO CENTER SAN FRANCISCO CA 94111

Description:

English

THE LINING ON THE DRAWING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.; THE MARK CONSISTS OF A STYLIZED LETTER "G".;

Events:

November 21, 2008 - Cancelled Sec.8 (10-Yr)/Expired Section 9
May 2, 2007 - Case File in TICRS
October 19, 2006 - Attorney Revoked And/Or Appointed
October 19, 2006 - TEAS Revoke/Appoint Attorney Received
July 8, 2004 - TEAS Change of Correspondence Received
July 8, 1994 - Registered - Sec.8 (6-Yr) Accepted & Sec.15 ACK.
January 26, 1994 - Registered - Sec. 8 (6-Yr) & Sec. 15 Filed
February 16, 1988 - Registered-Principal Register
November 24, 1987 - Published For Opposition
October 23, 1987 - Notice of Publication
September 23, 1987 - Approved for Pub - Principal Register
September 16, 1987 - Examiners Amendment Mailed
September 10, 1987 - Allowance/Count Withdrawn
August 28, 1987 - Examiner's Amendment Mailed
August 20, 1987 - Assigned to Examiner

TradeMark status details:CANCELLED - SEC. 8

OWNER INFORMATION

1st New Owner After Registration:

SEA VIEW RESTAURANTS, INC. (CALIFORNIA CORP.)
17300 PACIFIC COAST HIGHWAY PACIFIC PALISADES, CALIFORNIA 90272 CA

Registrant:

JOJOS RESTAURANTS, INC., DBA GLADSTONE'S (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

Owner At Publication:

JOJOS RESTAURANTS, INC., DBA GLADSTONE'S (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

Applicant:

JOJOS RESTAURANTS, INC., DBA GLADSTONE'S (CALIFORNIA CORP.)
2701 ALTON AVENUE IRVINE, CALIFORNIA 92714 CA

ASSIGNMENT HISTORY

Assignee

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES & HARBORS 13837 FIJI
WAY MARINA DEL REY, CALIFORNIA 90292

Recorded:April 15, 2005

Assigned:March 29, 2005

Reel/Frame:3067/0117

Action:SECURITY INTEREST

Assignor

CALIFORNIA BEACH RESTAURANTS, INC.

Assignee

SEA VIEW RESTAURANTS, INC.
17300 PACIFIC COAST HIGHWAY PACIFIC
PALISADES, CALIFORNIA 90274

Recorded:April 27, 1998

Assigned:January 20, 1998

Reel/Frame:1722/0750

Action:RELEASE OF TRADEMARK ASSIGNMENT

Assignor

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, AS SUCCESSOR IN INTEREST BY
MERGER TO SECURITY PACIFIC NATIONALBANK