

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "License") is dated for reference purposes as of January 1, 2005, and is entered into by and between the AGOURA HILLS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Licensor"), and Padri LLC, a California Limited Liability Corporation ("Licensee").

RECITALS

WHEREAS, Licensor is the renter of that certain real property known as the Medea Creek Maintenance Yard located within a portion of Lot 89 of Tract No. 7661, in the City of Agoura Hills as depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), pursuant to that certain Rental Agreement dated as of November 16, 2004, by and between the County of Los Angeles as Landlord, and Licensor, as Tenant; and

WHEREAS, Licensee owns and operates Padri Restaurant ("the Restaurant") located in close proximity to the Property in the City of Agoura Hills, County of Los Angeles, State of California, commonly known as 29003 Agoura Road, Agoura Hills, California 91301, and:

WHEREAS, Licensee seeks additional parking spaces in the area of the Restaurant for the use of patrons of the Restaurant; and

WHEREAS, Licensor is willing to permit Licensee's customers and employees to temporarily park their vehicles on the Property upon the terms and conditions stated in this License.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a temporary and non-exclusive license to use a maximum of twenty-eight (28) parking spaces on the Property upon and subject to the terms and conditions set forth herein, and in conformance with the Site Plan for the Property attached hereto as Exhibit "B" and incorporated herein by reference. The rights of Licensee under this License include a nonexclusive right of Licensee over and across the Property for ingress and egress. Licensee shall cooperate with Licensor and the County of Los Angeles in determining the layout of parking spaces on the Property and in protecting the County's permanent right of access across the Property.

2. TERM. The term of this License shall be for one (1) calendar year Commencing on the date that this License is fully executed and ending on December 31, 2005; provided, however, that either party may terminate this License at any time upon thirty (30) days' written notice to the other party. Upon the expiration of the initial one-year period, the term shall continue on a month-to-month basis, terminable by either party hereto upon thirty (30) days' written notice to the other party.

3. FEE. Licensee shall pay to Licensor a license fee of One Thousand Three Hundred Dollars (\$1,300.00) per month in advance on the first (1st) day of each calendar month during the term hereof. The license fee shall be payable in lawful money of the United States to Licensor at the address stated herein or to such other persons or at such other places as Licensor may designate in writing. The license fee for any partial month at the beginning or end of the term shall be prorated at the rate of 1/30th of the monthly license fee per day.

4. USE. The rights of Licensee hereunder shall be to temporarily park the vehicles of customers and employees, only, in the designated area of the Property and to have a nonexclusive right of access over and across the Property for ingress and egress. Licensee shall not permit any waste or damage to be done to the Property and shall maintain the parking lot portion of the Property and keep said area in good condition and repair and free of any litter and other waste.

5. UTILITIES AND MAINTENANCE. Licensee shall pay all charges for electricity and all other utility services, if any, used in or about the Property during the term of this License. Licensee shall also pay for all charges for the maintenance and upkeep of the Property during the term of this License.

6. INDEMNIFICATION. Licensee shall indemnify, defend, protect and hold Licensor, and its officers, directors, agents, representatives, Agency Board members and employees harmless from and against all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys' and in-house counsel fees), losses or damages arising from Licensee's use of the Property and/or the Property, any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, construction workers, or invitees, except those arising out of the sole negligence or willful misconduct of the Licensor, its officers, agents, and employees.

7. DAMAGE OR LOSS. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the Property, with the exception of representatives of the City of Agoura Hills and the County of Los Angeles. Licensee hereby releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to the Property and/or the Property, whether due to the negligence of the Licensor or Licensee or their respective agents, employees and/or contractors.

8. ENVIRONMENTAL IMPAIRMENT.

a. Licensee shall not use, generate, manufacture, store, transport or dispose of, on or over the Property any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials") as those terms are defined under federal and state laws, except for the Hazardous Materials which may be in the vehicles that Licensee will park on the Property. Should any discharge, leakage, spillage, emission, or pollution of any type occur

upon or from the Property as a result of Licensee's use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected thereby, whether owned or controlled by Licensor or any third party, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction thereof.

b. Licensee must also notify Licensor as required by law of any release of Hazardous Materials that have come or will come to be located on or beneath the Property and/or the Property.

c. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property (collectively referred to as "Discharge") as a result of Licensee's use and occupancy thereof, Licensee shall indemnify, hold harmless and defend Licensor against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee, and all related expenses, investigators' fees, and litigation expenses, resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term.

9. CONDITIONS AND RESTRICTIONS. The use of the Property is subject to the following conditions and restrictions:

a. Licensee shall not alter the Property or any improvements on the Property.

b. Licensee hereby accepts the Property subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations and any changes thereto, governing the use and occupancy of the Property. Licensee shall not obtain or cause to be issued any permit, zone change or other entitlement that will be binding upon Licensor or the Property.

c. Licensee shall keep the Property free from all liens, taxes and assessments resulting from or caused by Licensee's use of the Property, and Licensee shall reimburse Licensor the sums (including attorneys' and in-house counsel fees and court costs) paid by Licensor to protect its title against any such lien, tax or assessment. Licensee recognizes and understands that this License may create a possessory interest subject to taxes levied upon such interest.

d. Licensee shall keep the Property clear of all litter and debris.

e. Licensee may, with the advance written approval of Licensor's City Manager or his designee, post signage on and/or at the entry to the Property indicating that the parking on the Property is restricted to the customers and/or employees of the Restaurant.

10. SURRENDER. Upon the termination of this License, all right, title, and interest of Licensee in and to this License shall be surrendered peaceably to the Licensor. Licensee shall remove any personal property and restore the Property and the Adjoining Property to its former condition.

11. INSURANCE. Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Licensor, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as Licensor may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Licensee or its agents, employees, construction workers, guests, invitees or sub-licensees on the Property. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) deleting any liquor liability exclusion; and (c) providing for coverage of employer's automobile non-ownership liability. Coverage shall include, but not be limited to, personal injury liability, Property and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Licensor shall be named as an additional insured under such insurance policy. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to Licensor. Licensee shall concurrently with the execution of this License deliver to Licensor a copy of such insurance policy, or a certificate of insurance evidencing such coverage. In the event Licensee's insurance policy is renewed, replaced or modified, Licensee shall promptly furnish Licensor with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified.

12. DEFAULT. In the event of a breach by Licensee of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity Licensor may re-enter the Property and take possession thereof without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of Licensee in and to the Property and the Adjoining Property shall cease and terminate.

13. RULES AND REGULATIONS. Licensor shall have the right to:

a. Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Property;

b. Close any portion of the Property to whatever extent required in the reasonable opinion of the Licensor's counsel to prevent a dedication of any of the Property or the accrual of any prescriptive rights of any person or of the public to the

Property, provided that such closures do not materially and adversely affect Licensee's use of the Property;

c. Close temporarily any portion of the Property for maintenance purposes, provided that such closures do not materially and adversely affect Licensee's use of the Property; and

d. Disapprove a person or entity retained by Licensee to maintain and/or operate the Property.

14. SECURITY MEASURES. Licensee hereby acknowledges that Licensor is not obligated to provide any security measures, and Licensor shall not be liable for any defects or negligence in the implementation of any security measures that Licensor may, in fact, provide. Licensee assumes all responsibility for the protection of any vehicles that are the subject of Licensee's bailment, or are otherwise the property of Licensee, its agents, employees, construction workers or invitees, and their property, from the acts of third parties.

15. WAIVER. The waiver by Licensor of any breach of Licensee hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

16. ASSIGNMENT AND SUBLETTING. This License is personal to Licensee. Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Property or Licensee's interest herein to any entity (other than an entity controlling, controlled by, or under common control of Licensee) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void ab initio and a basis for immediate termination of this License. In the event that Licensor shall provide its prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.

17. ATTORNEYS FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees including those of in-house counsel.

18. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

To Licensor: AGOURA HILLS REDEVELOPMENT AGENCY
30001 Ladyface Court
Agoura Hills, California 91301
Attn: Executive Director

With a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Attn: Craig A. Steele, Esq.

To Licensee: Padri LLC
29008 Agoura Road
Agoura Hills, CA 91301
Attn: Saverio Posarelli

Either party may, from time to time, change its address by giving written notice thereof in the manner outlined above.

19. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the State of California.

20. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

21. SEVERABILITY. In the event that any one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

22. SOLE AGREEMENT. This License constitutes the sole agreement between Licensor and Licensee with respect to the Property.

23. NO RECORDING. This License or a memorandum of license shall not be recorded in the Official Records of Los Angeles County.

24. CONSENTS OF PARTIES. Any requirements under this License that Licensee obtain consents or approvals of Licensor are in addition to and not in lieu of any requirements of law that Licensee obtain approvals or permits.

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

“Licensor”:
AGOURA HILLS REDEVELOPMENT AGENCY,

a public body, corporate and politic

By: _____
Greg Ramirez, Executive Director

ATTEST:

By: _____
Kimberly M. Rodrigues, CMC
City Clerk/Agency Secretary

APPROVED AS TO FORM:

By: _____
Craig A. Steele
Agency Counsel

“Licensee”:
Padri LLC, a California Limited Liability Corporation

By: _____
Saverio Posarelli

Exhibit "A"

Legal Description of the Property

MEDEA CREEK

Right of Way Parcels 2C and 8A
LA County Right of Way Map No. 370-RW 4
Assessor's Parcel No. 2061-031-901 (Northerly 200 feet) - See Exhibit "B"
I.M. No. 159-057
Thomas Guide Page/Grid 598, A-6
M9521024

Exhibit "B"

Site Plan of the Property



Area A- leased by City
Area A = $30 \times 100 + \frac{1}{2}(15 \times 20) + 15 \times 10 = 3300\text{SF}$

Area B- Lease by City
Area B = $20 \times 200 = 4000\text{SF}$

Area C - Joint Ingress/Egress City and County
Area C = $20 \times 200 = 4000\text{SF}$

Area D- County use
Area D = $\frac{1}{2}(85 \times 65) = 2763\text{SF}$