

PARKING AGREEMENT

This Parking Agreement (the "**Agreement**") is made and entered into as of the 22nd day of March 2011, by and between **SKA GROUP, LLC**, a California limited liability company ("**SKA**"), and **MALIBU CAFÉ, LLC**, a California limited liability company ("**MC**").

RECITALS

A. SKA is the owner of the following real properties: (1) that certain real property commonly known as 22959 Pacific Coast Highway, Malibu, California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**22959 Property**"); and (2) that certain real property commonly known as 22969 Pacific Coast Highway, Malibu, California, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**22969 Property**").

B. SKA, as landlord, and MC, as tenant, have entered into that certain Lease Agreement dated as of March 1, 2011 (the "**Lease**") concerning the 22969 Property. Pursuant to the Lease, MC will be using the 22969 Property for the purpose of operating a restaurant (the "**Restaurant**"). In connection with MC's operation of the Restaurant upon the 22969 Property, on November 22, 2010, MC obtained from the City of Malibu (the "**City**") Conditional Use Permit Number 09-009 pursuant to City Council Resolution Number 10-59 (as may be hereinafter amended, the "**CUP**"). CUP Condition No. 14 concerns the number of parking spaces that the City will require to be made available for the Restaurant (the "**Parking Condition**"). Specifically, the Parking Condition contained in the CUP requires MC to have access to a total of fifty three (53) parking spaces at all times (the "**Required Parking Spaces**") and reads:

"14. The property at 22959 Pacific Coast Highway shall serve as a donor site for no less than 31 parking spaces for the subject property at 22969 Pacific Coast Highway. A legal agreement (Joint Use and Common Parking Facilities Agreement) between the City and the property shall be required. The agreement shall be submitted to the City prior to the commencement of alcohol service and shall contain requirements for an annual review by the City Planning Manager with authority to modify the agreement as necessary to maintain onsite parking arrangements. A deed restriction shall be recorded on the title of each property reflecting the permanent reciprocal parking agreement. Should the 31 offsite parking spaces at any point be provided elsewhere, the legal agreement shall be amended to reflect the new offsite parking location. The 31 parking spaces at 22959 Pacific Coast Highway may be reallocated to any future development on this site."

C. In connection with the Parking Condition, in view of the fact that the number of parking spaces upon the 22969 Property is only twenty two (22) parking spaces (the "**22969 Existing Parking Spaces**"), SKA, subject to the terms and conditions of this Agreement, is agreeable to provide MC with the right to use thirty one (31) code-compliant parking spaces (the "**22959 Parking Spaces**") located upon the 22959 Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged including but not limited to the reciprocal benefits granted and burdens undertaken herein, it is agreed as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. **Grant of Ingress & Egress; Parking.** SKA hereby grants to MC solely for MC's benefit and the benefit of its customers, patrons, invitees, licensees, and employees, the exclusive right (the "**Access & Parking Rights**"), appurtenant to the 22969 Property, to use the 22959 Parking Spaces at all times during the Restaurant's permitted operating hours, and, in furtherance thereof, hereby permits ingress to and egress from the 22959 Property over the driveways of the 22959 Property for the sole and limited purpose of accessing the 22959 Parking Spaces at all times during the Restaurant's permitted operating hours.

3. **Maintenance.** SKA shall maintain the 22959 Property, including the 22959 Parking Spaces, in good order, condition and repair, and shall pay all costs and charges in connection therewith.

4. **Non-Interference.** MC agrees that the use of the Access & Parking Rights granted to MC solely for MC's benefit and the benefit of its customers, patrons, invitees, licensees, and employees shall be accessed only during the Restaurant's permitted operating hours and shall not unreasonably interfere with the business operations of SKA upon the 22959 Property.

5. **Indemnity and Insurance.** MC shall defend, indemnify and hold SKA harmless from and against all claims, liabilities and expenses, including but not limited to reasonable attorneys' fees and defense costs, arising out of or in any way connected with or resulting from the use of the Access & Parking Rights by MC and/or MC's customers, patrons, invitees, licensees or employees. MC shall carry, and shall upon request from time to time furnish to SKA with an appropriate insurance company certificate certifying that MC has obtained and is maintaining a full force and effect, liability insurance covering the use of the Access & Parking Rights by MC and/or MC's customers, patrons, invitees, licensees or employees, insuring against bodily injury, death, and property damage in at least the amount then customarily carried by prudent business persons engaged in the restaurant business. Said liability insurance shall name SKA as an additional insured party, and shall provide that such coverage cannot be cancelled or reduced except upon thirty (30) days' prior notice to SKA.

6. **Reduction in Number of 22959 Parking Spaces.** Notwithstanding anything to the contrary contained in this Agreement, on such date that SKA obtains from the Planning Commission of the City (the "**Commission**"): (a) approval of a development plan for the 22959 Property, and (b) pursuant to Malibu Municipal Code Section 17.48.040(B), a twenty five (25%) reduction in the Required Parking Spaces, the number of the Required Parking Spaces shall be reduced from fifty three (53) parking spaces to forty (40) parking spaces. As such, in view of the number of the 22969 Existing Parking Spaces, the parties hereto agree and acknowledge that this Agreement shall be deemed modified and amended to reduce the 22959 Parking Spaces from thirty one (31) spaces to eighteen (18) parking spaces. (At the request of SKA, MC hereby agrees to promptly execute and deliver such modification agreement as is necessary to give effect to the foregoing.) (Nothing contained herein shall be construed to mean that the Commission will approve such reduction or that such reduction is guaranteed by right.)

7. **Termination.** This Agreement shall terminate and be rendered of no further force or effect upon the earlier to occur of the following: (a) the written approval of the City; (b) the City's approval of an alternate parking site in place of the 22959 Parking Spaces; (c) the closure of the Restaurant (other than due to casualty, alterations, or remodeling) and the attainment of the City's final approval providing for the revocation of the CUP; (d) the issuance of a new conditional use permit for a change in use affecting the 22969 Property and the concurrent revocation of the CUP pursuant to a final decision by the City, (d) upon the voluntary, total demolition of the building located upon the 22969 Property undertaken with all requisite governmental approvals; or (e) upon a final decision by the City to revoke the CUP.

7A. **Development of 22959 Property.** In the event SKA obtains approval of a development plan for the 22959 Property from the Planning Commission of the City, during the course of construction of a building thereon, the 22959 Parking Spaces may be displaced so long as such displaced parking spaces are temporarily relocated to that certain commercial building located at 22761 Pacific Coast Highway, Malibu, California, which commercial building is currently owned by Ask Associates, LLC, a California limited liability company, which entity is affiliated to SKA, or other location that meets the intent of this Agreement as determined by the Planning Manager.

8. **General Provisions.**

8.1 **Defaults.** If any party should fail to perform any obligation owed hereunder, the non-defaulting party may, after written notice to the defaulting party, perform such obligation and may charge the reasonable costs and expenses so incurred to the defaulting party, and shall have the right to demand and collect reimbursement from any such defaulting party of the amount so advanced together with interest from the date of such demand at the highest legal rate.

8.2 **Covenants Run with Land.** Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) (a) are made for the benefit of the 22969 Property; (b) will create an equitable servitude upon the 22959 Property; (c) will constitute covenants running with the land; (d) will bind every person having any fee, leasehold or other interest in any portion of the 22959 Property and the 22969 Property; and (e) will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3 **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the 22959 Property or the 22969 Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purpose expressed herein.

8.4 **Amendment.** This Agreement may be modified or amended only by a writing signed and delivered by SKA and MC, and approved by the City. In particular, however, without limitation, the parties hereto agree that in the event the service area of the Restaurant is decreased at any time during the period this Agreement is in full force and effect, then pursuant to the provisions of the CUP and Malibu Municipal Code Section 17.48.030(G), however, subject to the approval of the City, the number of the 22959 Parking Spaces shall proportionately reduced in accordance with the then applicable service area ratio to required parking spaces.

8.5 Mortgagee's Consent Required. To the extent the 22959 Property and/or the 229696 Property are encumbered by a deed of trust or a mortgage, no amendment, modification or termination of this Agreement will affect the rights of (a) any mortgagee under a mortgage or (b) the trustee or beneficiary under any deed of trust, or (c) any trustee or vendor under a recorded land contract constituting a lien on any portion of any property subject hereto at the time unless the mortgagee, trustee or beneficiary under any such deed of trust or vendor or trustee under any such recorded land contract consent to such.

8.6 Counterparts Clause. This Agreement may be executed in counterparts at various times (including different dates therein for the date of execution of respective counterparts) and the signatures of any party to this instrument may be subscribed upon any one of the counterparts in lieu of having all of the signatures affixed to the one counterpart, and when thus executed all of the counterparts shall be read together and shall constitute one single instrument.

8.7 Attorneys' Fees. Should any party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including but not limited to instituting any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees for the services rendered to such prevailing party.

8.8 Further Assurances. The parties hereto hereby agree to execute such other documents and to take such other action as may reasonably be necessary to further the purposes of this Agreement.

8.9 Severability. In the event that any condition or covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition or provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or provision shall be deemed valid to the extent of the scope or breath permitted by law.

8.10 Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

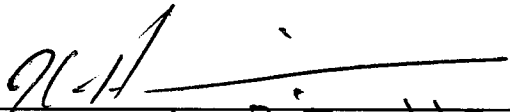
8.11 Captions and Interpretation. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

8.12 Gender and Tense. Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine, feminine and neuter genders shall each be deemed to include the other. The term "person" shall include corporation, firm, joint venture, partnership, trust or estate.

8.13 **Entire Agreement.** This Agreement (and the Lease) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof.

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

SKA GROUP, LLC,
a California limited liability company

By: 
Name: KAMBIZ HAKIM
Title: Managing Member

MALIBU CAFÉ, LLC,
a California limited liability company

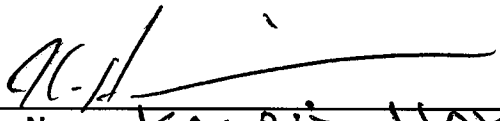
By: 
Name: KAMBIZ HAKIM
Title: Managing Member

EXHIBIT "A"
LEGAL DESCRIPTION OF 22959 PROPERTY

A parcel of land, being a portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1 Page(s) 407 et seq., of Patents, in the office of the County Recorder of said county, particularly described as follows:

Beginning at a point in the Northerly line of the 20 foot strip of land described in the deed from Marblehead Land Company, to the State of California, recorded in Book 16845 Page 253, Official Records, said point of beginning being distant Westerly 173.00 feet along said Northerly line from a point distant North 24° 50' 30" West 60 feet from Engineer's Centerline Station 947 plus 68.93 at the Westerly extremity of that certain course described as North 65° 09' 30" East 735.70 feet in the center line of the 80 foot strip of land described in the deed from T.R. Cadwalader, Trustee, et al., to the State of California, recorded in Book 15228 Page 342, Official Records; thence from said point of beginning North 32° 26' 05" West 150.00 feet to a point; thence South 57° 33' 55" West 199.92 feet to a point; thence 32° 26' 05" East 150.00 feet to a point in the Northerly line of said 20 foot strip of land; thence Easterly along the Northerly line of said 20 foot strip of land following the arc of a circular curve concave Southerly, having a radius of 2060 feet, a distance of 200 feet, more or less, to said point of beginning.

Except therefrom all oil, petroleum, asphaltum, gas and other hydrocarbon substances in, on, within and under said lands and every part thereof, but without the right of entry, as reserved by Marblehead Land Company, recorded February 21, 1940 in Book 17257 Page 281, Official Records.

Assessor's Parcel No. 4452-019-004

EXHIBIT "B"
LEGAL DESCRIPTION OF 22959 PROPERTY

A parcel of land in the City of Malibu, County of Los Angeles, State of California, being a portion of The Rancho Topanga Malibu Sequit, as confirmed to Matthew Keller by Patent recorded in Book 1 Page(s) 407, et seq., of Patents, in the office of the County Recorder of said County, particularly described as follows:

Beginning at a point in the Northerly line of the 20 foot strip of land described in the deed from Marblehead Land Company to the State of California, recorded in Book 16845 Page 253, Official Records of said County, said point of beginning being North 24° 50' 30" West 60 feet from Engineer's center line station 947 plus 68.93 at the Westerly extremity of that certain center line course described as "North 65° 09' 30" East 735.70 feet" in the deed of the 80 foot strip of land from T. R. Cadwalader, et al. to the State of California, recorded in Book 15228 Page 342, Official Records of said county; thence Westerly 173.00 feet along the Northerly line of said 20 foot strip on the arc of a curve normal to the course of North 24° 50' 30" West and concave Southeasterly with a radius of 2060 feet to the Southeasterly corner of the parcel of land described in a deed from Marblehead Land Company to Sebastian S. V. Arrieta recorded in Book 17257 Page 281, Official Records of said County; thence North 32° 26' 05" West 240 feet along the Easterly line of said last mentioned parcel and its prolongation Northerly; thence North 62° 50' 36" East 231.69 feet; thence South 24° 50' 30" East 240 feet, more or less, to a point in the Northerly line of the 20 foot strip hereinbefore mentioned; thence South 65° 09' 30" West 27 feet to the point of beginning.

Excepting therefrom all minerals, oil, petroleum, asphaltum, gas and other hydrocarbon substances in, on, within and under said lands and every part thereof, but without surface right of entry, as reserved by Marblehead Land Company in deed recorded August 15, 1944 in Book 21117 Page 357, Official Records.

Assessor's Parcel No. 4452-019-005