



**Beverly Hills City Council Liaison / Branding and Licensing Committee  
will conduct a Special Meeting, at the following time and place, and will address the  
agenda listed below:**

**CITY OF BEVERLY HILLS  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

**TELEPHONIC / VIDEO CONFERENCE MEETING**

**Beverly Hills Liaison Committee Meeting  
<https://beverlyhills-org.zoom.us/my/committee>  
Meeting ID: 516 191 2424  
**Passcode: 90210****

**You can also dial in by phone:  
+1 669 900 9128 US  
+1 833 548 0282 (Toll-Free)**

**One tap mobile  
+16699009128,,5161912424# US  
+18335480282,,5161912424# US (Toll-Free)**

**Monday, November 29, 2021  
4:00 PM**

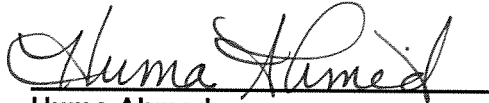
***Pursuant to Government Code Section 54953(e)(3), members of the Beverly Hills City Council Liaison / Branding and Licensing Committee and staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at [www.beverlyhills.org/live](http://www.beverlyhills.org/live) and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to [mayorandcitycouncil@beverlyhills.org](mailto:mayorandcitycouncil@beverlyhills.org).***

**AGENDA**

- 1) Public Comment
  - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.
- 2) Resolution of the Beverly Hills City Council Liaison / Branding and Licensing Committee continuing to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e) and making findings and determination regarding the same.

Recent legislation was adopted allowing the Beverly Hills City Council Liaison / Branding and Licensing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions and the proposed resolution implements the necessary requirements.

- 3) Request for Renewal of the Agreement for Use of the Likeness of the City Shield by Universal Studios Orlando Theme Park and Universal Studios Japan Theme Park; and Request for Use of the Likeness of the City Shield by Universal Studios Beijing Theme Park
- 4) Future Agenda Items
- 5) Adjournment

  
Huma Ahmed  
City Clerk

Posted: November 23, 2021

**A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT [WWW.BEVERLYHILLS.ORG](http://WWW.BEVERLYHILLS.ORG)**



Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services.



## STAFF REPORT

**Meeting Date:** November 29, 2021

**To:** City Council Liaison / Branding and Licensing Committee

**From:** Gabriella Yap, Committee Secretary

**Subject:** A RESOLUTION OF THE CITY COUNCIL LIAISON / BRANDING AND LICENSING COMMITTEE OF THE CITY OF BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

**Attachments:** 1. Proposed resolution

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### **RECOMMENDATION**

Staff and the City Attorney's office recommend that the City Council Liaison / Branding and Licensing Committee adopt a resolution making the following findings so that meetings of the City Council Liaison / Branding and Licensing Committee will be subject to the special Brown Act requirements for teleconference meetings: (1) the City Council Liaison / Branding and Licensing Committee has reconsidered the circumstances of the COVID-19 state of emergency; (2) the state of emergency continues to directly impact the ability of the members to meet safely in person; and (3) state or local officials continue to impose or recommend measures to promote social distancing. Though the City Council Liaison / Branding and Licensing Committee adopted such a resolution in the past, these findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

### **FISCAL IMPACT**

The proposed resolution allowing the City Council Liaison / Branding and Licensing Committee greater flexibility to conduct teleconference meetings is unlikely to cause a greater fiscal impact to the City as the City Council Liaison / Branding and Licensing Committee has been conducting such teleconference meetings for over a year.

## **INTRODUCTION**

AB 361 allows the City Council Liaison / Branding and Licensing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions. These special requirements give the City greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **BACKGROUND**

On September 16, 2021, the Governor signed AB 361, amending the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act's standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

## **DISCUSSION**

To continue to hold meetings under these special teleconferencing requirements, the City Council Liaison / Branding and Licensing Committee needs to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the City Council Liaison / Branding and Licensing Committee must find that it has reconsidered the circumstances of such emergency. Second, the City Council Liaison / Branding and Licensing Committee must find that such emergency continues to directly impact the ability of the City Council Liaison / Branding and Licensing Committee's members to meet in person. Alternatively, for the second finding, the City Council Liaison / Branding and Licensing Committee must find that state or local officials continue to impose or recommend social distancing measures. These findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

The declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing and the City Council

continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees.

Please note that AB 361 applies to all legislative bodies. Therefore, Commissions and standing committees will need to also comply with the requirements of AB 361.

Gabriella Yap  
Secretary of the  
City Council Liaison / Branding and  
Licensing Committee

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Approved By

RESOLUTION NO. CCL-BLC-02

RESOLUTION OF THE CITY COUNCIL LIAISON /  
BRANDING AND LICENSING COMMITTEE OF THE CITY OF  
BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC  
MEETINGS TO BE HELD VIA TELECONFERENCING  
PURSUANT TO GOVERNMENT CODE SECTION 54953(e)  
AND MAKING FINDINGS AND DETERMINATIONS  
REGARDING THE SAME

WHEREAS, the City Council Liaison / Branding and Licensing Committee is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the City Council Liaison / Branding and Licensing Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City Council Liaison / Branding and Licensing Committee conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the

emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time; and

WHEREAS, the Los Angeles County “Responding together at Work and in the Community Order (8.23.21)” provides that all individuals and businesses are strongly encouraged to follow the Los Angeles County Public Health Department Best Practices. The Los Angeles County Public Health Department “Best Practices to Prevent COVID-19 Guidance for Businesses and Employers”, updated on September 13, 2021, recommend that employers take steps to reduce crowding indoors and to support physical distancing between employees and customers; and

WHEREAS, the unique characteristics of public governmental buildings is another reason for continuing teleconferenced meetings, including the increased mixing associated with bringing people together from across several communities, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public

meetings and the challenge of achieving compliance with safety requirements and recommendations in such settings; and

WHEREAS, the Beverly Hills City Council has adopted a resolution that continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees; and

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council Liaison / Branding and Licensing Committee intends to continue holding public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, the City Council Liaison / Branding and Licensing Committee of the City of Beverly Hills resolves as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. The City Council Liaison / Branding and Licensing Committee hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

Section 3. The City Council Liaison / Branding and Licensing Committee shall continue to conduct its meetings pursuant to Government Code Section 54953(e).

Section 4. Staff is hereby authorized and directed to continue to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.



Section 5. The City Council Liaison / Branding and Licensing Committee has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

Section 6. The Secretary of the City Council Liaison / Branding and Licensing Committee shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be entered in the Book of Resolution of the City Council Liaison / Branding and Licensing Committee of this City.

Adopted:

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JOHN A. MIRISCH  
Presiding Councilmember of the City  
Council Liaison / Branding and  
Licensing Committee of the City of  
Beverly Hills, California



**CITY OF BEVERLY HILLS**  
**POLICY AND MANAGEMENT**

**MEMORANDUM**

**TO:** City Council Liaison/Branding and Licensing

**FROM:** Laura Biery, Marketing and Economic Sustainability Manager  
Cynthia Owens, Policy & Management Analyst  
Gabrielle Ressa, Management Analyst

**DATE:** November 29, 2021

**SUBJECT:** Request for Renewal of the Agreement for Use of the Likeness of the City Shield by Universal Studios Orlando Theme Park and Universal Studios Japan Theme Park; and  
  
Request for Use of the Likeness of the City Shield by Universal Studios Beijing Theme Park

**ATTACHMENTS:**

1. Amendment of Permission Agreement for Use of the Likeness of the City Shield by Universal Studios Orlando Theme Park – October 9, 2017
2. Renewal Business Terms for Use of the Likeness of the City Shield by Universal Studios Orlando Theme Park
3. Renewal of Permission Agreement for Use of the Likeness of the City Shield by Universal Studios Japan Theme Park – August 30, 2017
4. Renewal Business Terms for Use of the Likeness of the City Shield by Universal Studios Japan Theme Park
5. New Business Terms for a Request for Use of the Likeness of the City Shield by Universal Studios Beijing Theme Park
6. Permission Agreement for Use of the Likeness of the City Shield by Universal Studios Singapore Theme Park – June 21, 2021

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**INTRODUCTION**

The City periodically receives inquiries about the use of the Beverly Hills Shield. Universal Studios Orlando Theme Park ("Universal Studios Orlando") and Universal Studios Japan Theme Park ("Universal Studios Japan") have requested to renew their agreements for use of the likeness of the Beverly Hills City Shield. Universal Studios Beijing Theme Park ("Universal Studios Beijing") has requested a new agreement for use of the likeness of the Beverly Hills City Shield.

**DISCUSSION**

Staff receives inquiries from individuals and businesses looking to use the Beverly Hills shield or its likeness on products and merchandise. As requests are received, they are referred to the City Council Branding and Licensing Committee for review.

The City's agreements for Universal Studios Orlando (Attachment 1) and Universal Studios Japan (Attachment 3) for the use of the likeness of the Beverly Hills City Shield will expire on December

31, 2021. Universal Studios has approached the City to renew these existing licensing agreements. Additionally, Universal Studios is seeking a new agreement for the use of the likeness of the Beverly Hills City Shield for Beijing, which opened in September of this year.

The City currently collects \$5,000 per calendar year from Universal Studios Japan and \$3,000 per calendar year from Universal Studios Orlando for the use of the likeness of the City's shield. The original agreement with Universal Studios Japan was signed in 2004 at a rate of \$3,000 per calendar year and later increased to \$5,000 annually in 2017. The original agreement with Universal Studios Orlando was signed in 2002 at a rate of \$3,000 per calendar with the most recent renewal occurring in 2017 and has remained at the \$3,000 rate since 2002.

Additionally, the City has one other license agreement with Universal Studios for its theme park in Singapore which was renewed earlier this year (Attachment 6). In January 2021, the City Council approved the continuation of the license agreement with Universal Studios for using the likeness of the City's shield at its Singapore theme park with compensation to the City at \$5,000 per year for five years. This was an increase from the previous agreement for the Singapore theme park at a rate of \$3,000 annually. This approved agreement will expire December 31, 2025.

The City has used CMG Worldwide, LLC to provide licensing representation for licensing of the shield since 2013. However, prior agreements initiated by Bradford Licensing LLC before the City switched vendors to CMG Worldwide in 2013 provide that Bradford Licensing LLC will represent any company they negotiated agreements with on behalf of the City in perpetuity from the time the City used Bradford Licensing LLC.

As such, Bradford Licensing LLC, negotiated on behalf of the City with Universal Studios for renewing the Universal Studios Orlando and Universal Studios Japan agreements as well as issuing a new agreement to Universal Studios Beijing since it falls under the Universal Studios company umbrella.

Bradford Licensing LLC is recommending the City Council Branding and Licensing Committee ("Committee") consider renewing Universal Studios Orlando (Attachment 2) and Universal Studios Japan (Attachment 4) each for five years at a fee of \$5,000 per year per theme park for a total of \$25,000 per theme park over the life of the agreement.

Bradford Licensing LLC is also recommending the Committee enter into a new agreement for use of the likeness of the City Shield with Universal Studios for Universal Studios Beijing at the same rate of \$5,000 per year for five years for a total of \$25,000 (Attachment 5).

This would bring the total of licensing agreements with Universal Studios for these three theme parks to \$15,000 per year or \$75,000 for five years. With the previously signed agreement for Singapore, the total revenue for all four Universal Studios theme parks would be \$20,000 per year or \$100,000 over five years.

The details for the proposed renewals, proposed new agreement, and the City's current agreement for Universal Studios Singapore are shown in the table on the next page for comparison purposes only.

<b>Universal Studios Location:</b>	<b>Beijing</b>	<b>Orlando</b>	<b>Japan</b>		<b>Singapore*</b>
Current Expiration Date	N/A	12/31/2021	12/31/2021		12/31/2025
Current License Fee Per Year	N/A	\$3,000	Year 1 (2017)	\$3,000	\$5,000
			Year 2-5 (2018-2021)	\$5,000	
<b>Total for Five Years</b>	<b>N/A</b>	<b>\$15,000</b>	<b>\$23,000</b>		<b>\$25,000</b>
Proposed Expiration Date	12/31/2026	12/31/2026	12/31/2026		N/A
Proposed License Fee for Per Year	\$5,000	\$5,000	\$5,000		N/A
<b>Total for Proposed Renewal Term of Five Years</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>		<b>N/A</b>

\*Note: Singapore is only included in this table for reference as it is the most recent license use agreement approved by the City Council in January 2021.

### **FISCAL IMPACT**

The fiscal impact of the Universal Studios Orlando license renewal is \$5,000 annually for a five year term for a total license fee of \$25,000 over the duration of the agreement from January 1, 2022 through December 31, 2026.

The fiscal impact of the Universal Studios Japan license renewal is \$5,000 annually for a five year term for a total license fee of \$25,000 over the duration of the agreement from January 1, 2022 through December 31, 2026.

The fiscal impact of the Universal Studios Beijing new license request is \$5,000 annually for a five year term for a total license fee of \$25,000 over the duration of the agreement from January 1, 2022 through December 31, 2026.

The total combined fiscal impact of the three agreements would be \$15,000 annually for a five year term for a total license fee of \$75,000 over the duration of all three agreements.

### **RECOMMENDATION**

It is recommended the City Council Branding and Licensing Committee provide direction regarding licensing renewal of the likeness of the Beverly Hills shield by Universal Studios Orlando and Universal Studios Japan, as well as provide direction regarding a new licensing request of the likeness of the Beverly Hills City shield by Universal Studios Beijing. If the Committee recommends approval of the two renewals and the one new licensing agreement, the agreements will be placed on a future City Council Meeting for approval by the full City Council.

# **Attachment 1**

### **AMENDMENT OF PERMISSION AGREEMENT**

**THIS AMENDMENT OF PERMISSION AGREEMENT**, dated October 9, 2017, is entered into by and between the City of Beverly Hills ("Licensor") having its principal place of business at 455 N. Rexford Drive, Beverly Hills, California 90210, and Universal City Development Partners, Ltd. ("Licensee") as successor-in-interest to Universal City Development Partners, LP, having its principal place of business at 1000 Universal Studios Plaza, Orlando, Florida 32819, and is made with reference to that certain PERMISSION AGREEMENT dated January 1, 2002 (the "Agreement") and the RENEWAL OF PERMISSION AGREEMENT (the "Renewal Agreement") dated September 1, 2008, and the SECOND RENEWAL OF PERMISSION AGREEMENT dated August 8, 2011, and the THIRD RENEWAL OF PERMISSION AGREEMENT dated January 4, 2017, the term ("Term") of which will expire as of December 31, 2021.

**WHEREAS**, Licensor is the owner of the *BEVERLY HILLS SHIELD DESIGN*® (the "Property");

**WHEREAS**, Bradford Licensing, LLC ("Bradford") is the licensing agent of the Licensor in connection with the licensing of the Property;

**NOW, THEREFORE** in consideration of the promises and terms contained in the Agreement and herein below, the value and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 14 of the Agreement is hereby amended to add that payments under this agreement for the Third Renewal Term shall be sent to the following:

Bradford Licensing, LLC  
7 Oak Place, Montclair, NJ 07042 USA  
Attention: Sandy Harrison, Director of Finance

2. Except as specifically modified by this Amendment of Permission Agreement, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal of Permission Agreement effective as of the date and year set forth herein above.

**CITY OF BEVERLY HILLS ("LICENSOR")**

By: Therese Kosterman  
Name: Therese Kosterman  
Title: Public Information mgr

**Universal City Development Partners, Ltd. ("LICENSEE")**

By: [Signature]  
Name: Jim Timon  
Title: SVP, Entertainment

# **Attachment 2**



## RENEWAL BUSINESS TERMS

### UNIVERSAL STUDIOS ORLANDO

Licensee:	Universal City Development Partners, Ltd. (licensing for Universal Studios Orlando)
Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):	Beverly Hills Shield Design - Sign Usage Renewal
Territory requested:	Orlando
Term of License:	5 years – Namely January 1, 2022 – December 31, 2026
Payment due upon signing (advance):	\$5,000
Guaranteed minimum royalties payment schedule:	On Signature - \$5,000 Calendar Year 2022 Dec 1, 2022 - \$5,000 Calendar Year 2023 Dec 1, 2023 - \$5,000 Calendar Year 2024 Dec 1, 2024 - \$5,000 Calendar Year 2025 Dec 1, 2025 - \$5,000 Calendar Year 2026



# **Attachment 3**

## **RENEWAL OF PERMISSION AGREEMENT**

**THIS RENEWAL OF PERMISSION AGREEMENT**, dated August 30, 2017, by and between the City of Beverly Hills ("Licensor") and Universal City Studios LLC as successor in interest to Universal City Studios LLLP ("Licensee"), and is made with reference to a certain PERMISSION AGREEMENT dated August 4<sup>th</sup> 2004, and the RENEWAL OF PERMISSION AGREEMENT (the "Renewal Agreement") dated September 1<sup>st</sup> 2008, and a further RENEWAL OF PERMISSION AGREEMENT (collectively the "Renewal Agreement") dated January 1<sup>st</sup> 2012, the term of which expired as of December 31, 2016.

**WHEREAS**, Licensor is the owner of the *BEVERLY HILLS SHIELD DESIGN*® (the "Property");

**WHEREAS**, Bradford Licensing, LLC ("Bradford") is the licensing agent of the Licensor in connection with the licensing of the Property;

**WHEREAS**, Licensee has continued to use the Property, appearing on one sign inside Universal Studios Japan, as dictated by the PERMISSION AGREEMENT, and paid consideration to the Licensor each year since the expiration of the Term of the initial PERMISSION AGREEMENT, , and Licensor has accepted such consideration;

**WHEREAS**, the parties wish to formally document the extension of the Term for an additional five (5) year period.

**NOW, THEREFORE** in consideration of the promises and terms contained in the Agreement and herein below, the value and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The Term, as described in Section 2(b) of the Agreement is hereby extended for an additional five (5) years, commencing January 1<sup>st</sup> 2017 and expiring on December 31<sup>st</sup> 2021.
2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensor upon the dates set below:

<u>Date</u>	<u>Amount</u>	<u>Time Period Covered</u>
On signature	USD \$3,000.00	Calendar Year 2017
December 1, 2017	USD \$5,000.00	Calendar Year 2018
December 1, 2018	USD \$5,000.00	Calendar Year 2019
December 1, 2019	USD \$5,000.00	Calendar Year 2020
December 1, 2020	USD \$5,000.00	Calendar Year 2021

3. Section 14 of the Agreement is hereby amended to add that payments under this agreement shall be sent to the following:

Bradford Licensing, LLC  
7 Oak Place, Suite 1R  
Montclair, NJ 07042  
Attention: Sandy Harrison, Director of Finance

TO MAKE PAYMENT VIA WIRE TRANSFER:

Payable to: Bradford Licensing, LLC  
Account Name: Bradford Licensing LLC  
JPMorgan Chase Bank, 60 East 42nd Street, New York, NY  
Account # 793017740  
Routing # 021000021  
Swift Code # CHASUS33

4. Except as specifically modified by this Renewal of Permission Agreement, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal of Permission Agreement effective as of the date and year set forth herein above.

**CITY OF BEVERLY HILLS ("Licensor")**

By: Therese Kosterman

Name: Therese Kosterman

Title: Public Information Manager

**Universal City Studios LLC ("Licensee")**

By: [Signature]

Name: PAGE THOMPSON

Title: PRESIDENT/COO INTERNATIONAL

# **Attachment 4**



## RENEWAL BUSINESS TERMS

### UNIVERSAL STUDIOS JAPAN

Licensee:	Universal City Studios LLC (licensing for Universal Studios Japan)
Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):	Beverly Hills Shield Design - Sign Usage Renewal
Territory requested:	Japan
Term of License:	5 years – Namely January 1, 2022 – December 31, 2026
Payment due upon signing (advance):	\$5,000
Guaranteed minimum royalties payment schedule:	On Signature - \$5,000 Calendar Year 2022 Dec 1, 2022 - \$5,000 Calendar Year 2023 Dec 1, 2023 - \$5,000 Calendar Year 2024 Dec 1, 2024 - \$5,000 Calendar Year 2025 Dec 1, 2025 - \$5,000 Calendar Year 2026

# **Attachment 5**



## NEW BUSINESS TERMS

### UNIVERSAL STUDIOS BEIJING

Licensee:	Universal City Studios LLC (licensing for Universal Studios Beijing)
Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):	Beverly Hills Shield Design - Sign Usage
Territory requested:	Beijing
Term of License:	5 years – Namely January 1, 2022 – December 31, 2026
Payment due upon signing (advance):	\$5,000
Guaranteed minimum royalties payment schedule:	<p>On Signature - \$5,000 Calendar Year 2022</p> <p>Dec 1, 2022 - \$5,000 Calendar Year 2023</p> <p>Dec 1, 2023 - \$5,000 Calendar Year 2024</p> <p>Dec 1, 2024 - \$5,000 Calendar Year 2025</p> <p>Dec 1, 2025 - \$5,000 Calendar Year 2026</p>

# **Attachment 6**



CITY OF BEVERLY HILLS

AGREEMENT NO.

224-21

PERMISSION January 1<sup>st</sup>, 2021

1.       **Licensor:**           City of Beverly Hills (“**Licensor**”)  
455 N. Rexford Drive  
Beverly Hills, California 90210
  
2.       **Licensee:**       Universal City Studios LLC d/b/a Universal Parks & Resorts (“**Licensee**”)  
100 Universal City Plaza  
Building 1280/8  
Universal City, CA 91608  
Contact: Michael Silver  
Senior Vice President, Business and Legal Affairs  
P: 818-777-5633  
F: 818-866-4545  
  
Resorts World at Sentosa Pte. Ltd., a corporation of Singapore, is the  
owner and operator of Universal Studios Singapore Theme Park  
(“**USS**”).
  
3.       **Property:**       The Beverly Hills Shield Design<sup>®</sup>, including, without limitation, the  
associated trademarks, service marks and logos, relating thereto  
necessary to permit the Licensed Use set forth below (collectively, the  
“**Property**”).
  
4.       **Licensed Use:**   Non-exclusive, limited non-transferable right to use the Property in the

Territory (as defined below) during the Term (as defined below) in association with USS, as:

- (i) "Welcome to Far Far Away" signs in the approved format as set out in Exhibit B, in the "Far Far Away" section of USS, upon the terms and conditions as set forth below and as incorporated on Exhibit "A."
- (ii) An incidental element in photos and drawings of the "Far Far Away" section of USS, in park maps, brochures and other marketing materials.

Any additional uses of the Property by the Licensee shall be subject to the prior approval of the Licensors and may be subject to an additional License Fee.

5.           **Licensed Fee:**           Non-refundable sum of Five Thousand United States Dollars, (U.S. \$5,000.00) ("**License Fee**") per annum. Upon Licensee's execution of this Agreement, the License Fee shall be made payable and delivered to the Licensing Representative for the City of Beverly Hills, Bradford Licensing, LLC, having its place of business at 7 Oak Place, Suite 210, Montclair, NJ 07042. Payments to be made by **Resorts World at Sentosa Pte. Ltd., the owner and operator of USS.**

If Resorts World at Sentosa Pte. Ltd. is required to withhold any taxes from any License Fees to be paid to Licensor, Resorts World at Sentosa Pte. Ltd. may deduct the required amount prior to remitting the balance of the Licence Fees to Licensor.

6. ***Payment schedule as follows:***

<u>Date</u>	<u>Amount</u>	<u>Time Period Covered</u>
Upon execution of this Agreement	\$5,000.00	Calendar Year 2021
January 1 <sup>st</sup> , 2022	\$5,000.00	Calendar Year 2022
January 1 <sup>st</sup> , 2023	\$5,000.00	Calendar Year 2023
January 1 <sup>st</sup> , 2024	\$5,000.00	Calendar Year 2024
January 1 <sup>st</sup> , 2025	\$5,000.00	Calendar Year 2025

7. **Term:** Five (5) years, commencing on January 1<sup>st</sup>, 2021 and expiring on December 31<sup>st</sup>, 2025, or unless sooner terminated as provided in Exhibit "A." Licensee shall have the right to terminate this Permission Agreement after two (2) years from the date of commencement in the event that the "Property" will not be used to any further extent (as specified below in Section 21 "Termination.")
8. **Territory:** Singapore ("**Territory**").

9. **Trademark Notice:** Licensee shall include the following legal line in USS's visitor park map:

**The BEVERLY HILLS SHIELD DESIGN® is a registered trademark of the City of Beverly Hills. All Rights Reserved.**


**10. Samples:** No fewer than two (2) photos of the completed and installed Licensed Use to Licensors, at Licensee's sole expense. Licensee hereby represents and warrants that it will not use the property in any way that is detrimental to the image or reputation of the Licensors or the Property.

**11. Limitation of License.** Licensee represents and warrants that any and all uses and/or occurrences of the Property shall be used only as expressly permitted pursuant to Section 4 above. Should Licensee desire to utilize the Property in connection with any other additional use(s) not explicitly permitted pursuant to the terms of this Agreement, and Exhibit "A," Licensee shall contact Licensors to secure permission for such additional use(s) and Licensee agrees to remit a mutually agreed upon additional license fee prior to any such additional use(s) of the Property.

By signing in the spaces provided below, Licensee affirms that it is in agreement with the foregoing and that it has read and understands and agrees to be legally bound by Exhibit "A" (Standard Terms and Conditions) attached and incorporated hereto. Licensee further agrees that this Agreement, consisting of the above, the attached Exhibit "A" and any rider making specific reference to this Agreement that Licensee agrees to in writing, shall also serve as an invoice to Licensee with respect to the amounts payable as set forth above and Licensee hereby agrees to pay such amounts to Licensors as and when specified above upon mutual execution. This Agreement shall not be binding unless and until Licensee separately signs by an authorized representative and remits payment of any monies due upon execution and Licensors fully executes and delivers same to Licensee.

**ACCEPTED AND AGREED TO:**

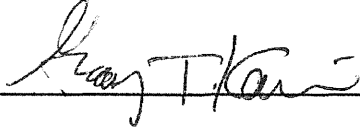
**CITY OF BEVERLY HILLS ("Licensor")**

By:   
Name: George Chavez

Title: City Manager

Date: 6-21-2021


**Universal City Studios LLC d/b/a  
Universal Parks & Resorts ("Licensee")**

By:   
Name: GREGORY T. KAISER

Title: SVP - Controller - UPR

Date: 6/9/2021

**Universal City Studios LLC d/b/a  
Universal Parks & Resorts ("Licensee")**

By:   
Name: Cliff Mayhall

Title: Vice President

Date: 6/9/2021

**EXHIBIT "A"**  
**PERMISSION AGREEMENT**  
**STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions shall be deemed fully incorporated in the Permission Agreement ("Underlying Agreement") to which this Exhibit "A" is attached, and these Standard Terms and Conditions and the Underlying Agreement shall hereinafter be collectively referred to as the "Agreement." All terms shall, unless expressly provided to the contrary herein, have the same respective meanings as set forth in the Underlying Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of these Standard Terms and Conditions conflicts with any provision of the Underlying Agreement, the Underlying Agreement shall control.

**12. Artwork Approval Process.** So long as Licensee's permitted use of the Property is substantially similar to the artwork already submitted by Licensee and set forth in Exhibit B, Licensors hereby approve the use of the Property in connection with the signs to be used at Universal Studios Singapore Theme Park in the "Far Far Away" section, and as set forth herein, and waives any and all rights to make any claim against Licensee for use of the Property as approved only.

**13. Goodwill.** Licensee acknowledges the unique value, goodwill and rights of Licensors in and to the Property. Licensee waives all claims of and to ownership of any proprietary rights in and to the Property it has or may obtain through its use of the Property during the Term of this Agreement and agrees that it shall not, during or after the Term of this Agreement, contest or assist others in contesting, either directly or indirectly, Licensors' rights in or to the Property.

**14. Assignment/Succession.** The license hereby granted is and shall be personal to Licensee, "Universal City Studios LLLP d/b/a Universal Parks & Resorts" and the owner of

Universal Studios Singapore Theme Park, "Resorts World at Sentosa Pte. Ltd." Universal City Studios LLLP d/b/a Universal Parks & Resorts has the right to sublicense its rights as set forth in this agreement, to Resorts World at Sentosa Pte. Ltd. In addition, Resorts World at Sentosa Pte. Ltd., will have the right to collaterally assign its rights to its lenders and financiers.

**15. Reservation of Rights/Entire Agreement.** All rights not specifically granted herein to Licensee are expressly reserved by Licensors. This Agreement contains the entire understanding of the Parties concerning the subject matter hereof. There are no representations, warranties, promises, covenants or understandings, implied or otherwise, other than those herein contained. All oral representations have been merged herein. This document supersedes and has control over all prior representations, if any.

**16. Clearances.** Subject to the rights granted by Licensors herein with respect to the Property, Licensee shall be solely responsible for obtaining all third party consents and permissions necessary in connection with the Licensed Use, including without limitation, all permissions from copyright owners of all photographs, images, illustrations, stills, sound recordings, audio visual recordings, film clips and/or artwork used in the Licensed Rights and all appearing therein, whether depicting the Property or otherwise.

**17. Representations, Warranties And Indemnification.** 17.1 Licensee and Licensors represent and warrant that: (i) each have full power and authority to conduct their business as now being conducted and as contemplated hereby; and hold all necessary licenses and permits from all government entities for the proper

conduct of said business; (ii) Licensee and Licensors have the right, power and authority to enter into this Agreement and to perform their respective obligations hereunder, and neither the execution and delivery of this Agreement nor the consummation of the actions contemplated hereby will (a) violate, conflict with or constitute a default under any contract to which they are party, or (b) violate any law binding on them; (iii) they will comply with all applicable laws, regulations, ordinances, and other requirements involving the use of the Property and the conduct of Licensee's and Licensors' business in connection therewith;

17.2 Licensors represent and warrant that it has the right, power and authority to grant the rights granted by Licensors hereunder.

17.3 Licensee shall hereby indemnify, defend and hold harmless Licensors and each of its officers, employees, (all individually and collectively referred to as "BH Indemnities") from and against any and all third party causes of action, liabilities, third party claims, actual out of pocket costs, damages, fines, judgments, settlements and expenses, (including reasonable outside attorneys' fees) arising directly out of, related to or in connection with Licensee's use of the Property in any manner not authorized by this Agreement. If any action or proceeding is brought against BH Indemnities by reason of any such claim(s), Licensee upon notice from BH Indemnities shall defend BH Indemnities at Licensee's sole cost and expense.

17.4 Licensors shall hereby indemnify, defend and hold harmless Licensee and each of its officers, employees (all individually and collectively referred to as "Universal Studios Indemnities") from and against any and all third party causes of action, liabilities, third party claims, actual out of pocket costs, damages, fines, judgments, settlements and expenses,

(including reasonable outside attorneys' fees) arising from or out of any third party claim contesting Licensors' ownership of the Property and/or its intellectual property rights in the Property in connection with Licensee's use of the Property in any manner authorized by this Agreement. If any action or proceeding is brought against Universal Studios Indemnities by reason of any such claim(s), Licensors upon notice from Universal Studios Indemnities shall defend Universal Studios Indemnities at Licensors' sole cost and expense

**18. Cooperation in Enforcement of Rights.** Licensee in its reasonable efforts, may notify Licensors of any unauthorized uses of the Property that comes to Licensee's actual attention, and at Licensors' request, may cooperate with Licensors in any actions (including, but not limited to, the commencement of litigation or administrative proceedings) that Licensors may institute anywhere in the Territory. Licensors shall reimburse any and all reasonable costs (including any and all reasonable attorney fees) incurred by Licensee in so cooperating.

**19. Use of Intellectual Property.** Licensee acknowledges Licensors' exclusive rights in the Property and further acknowledges that the Property is famous, unique and original and that the City of Beverly Hills ("City") is the owner thereof. Licensee agrees that the Property is, and shall remain; the property of the City and that Licensee obtains no right, title, or interest in or to the Property except for the limited rights set forth in this Agreement. Licensee waives all claims of and to ownership of any rights in the Property and agrees that it shall not at any time dispute or contest, directly or indirectly, the City's ownership of the Property, the City's exclusive right and title to the Property and right to use the Property, or the validity of the Property, nor shall Licensee assist others in doing so. Licensee also hereby agrees not to use not to use any variant,

colorable imitation, translation and/or simulation of the Property and/or any items that are confusingly similar thereto without prior approval of Licensor and the City.

**20. Survival.** The provisions of Sections 13, 14, 17.3, and 19 of this Agreement shall survive any expiration or termination of this Agreement.

**21. Termination.** Licensor shall have the right to terminate this Agreement immediately effective upon written and emailed notice to Licensee at the address set forth in this Agreement, without prejudice to any rights it may have, whether pursuant to the provisions of this Agreement in law, in equity, or otherwise, upon Licensee's failure to perform any of its material obligations provided for in this Agreement. Licensor is required to give Licensee notice of default and also a thirty (30) day cure period before Licensor can terminate the agreement. Upon expiration or termination of this Agreement, except as otherwise provided herein, all rights granted Licensee hereunder shall automatically terminate and Licensee shall immediately cease all use of the Property. Licensee shall have the right to terminate this Permission Agreement after two (2) years in the event that the "Property" is not to be used to any further extent.

Licensee shall have the right to terminate this Agreement immediately effective upon written and emailed notice to Licensor at the address set forth in this Agreement, without prejudice to any rights it may have, whether pursuant to the provisions of this Agreement in law, in equity, or otherwise, upon Licensor's failure to perform any of its material obligations provided for in this Agreement, which includes but is not limited to Licensor's failure to obtain a registration for the Property in the relevant classes in Singapore within 36 months of the effective date of this Agreement. Licensee is required to give Licensor notice of default and also a thirty (30) day cure

period before Licensee can terminate the agreement. In the event Licensor fails to obtain a registration for the Property in the relevant classes in Singapore as noted herein, Licensee shall be entitled to a full refund of the License Fee paid to Licensor up to the date of termination.

**22. No Joint Venture.** Nothing contained herein shall be construed to place the Parties in the relationship of partners or joint ventures, or principal and agent or employer and employee, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

**23. Amendment.** The provisions of this Agreement may be modified at any time by mutual consent of the Parties. Any such agreement or consent shall be ineffective to modify this Agreement in any respect unless in writing and signed by both Parties.

**24. Law Governing/Forum Selection.** This Agreement shall be governed by the laws of the State of California. All disputes under this Agreement shall be resolved by the courts of the State of California, including the United States District Court for the Central District of California, and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdiction or venue defenses otherwise available to them.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

**25. Notices.** All notices, requests, demands and other communications shall be in writing and shall be deemed given (i) if delivered personally or sent by email transmission on the date given, (ii) if delivered by a courier express delivery services, on the date of delivery, or (iii)



if by registered or certified mail, postage prepaid, return receipt requested, seven (7) days after mailing, to the parties at the addresses set forth above.

**26. Non-Waiver.** The waiver, express or implied, by any of the parties hereto of any right hereunder or with respect to any failure to perform or breach hereof by the other party hereto, shall not constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by any such other party hereto, whether of a similar or dissimilar nature.

Exhibit "B"

