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 North Rexford Drive
2nd Floor Room 280A
Beverly Hills, CA 90210

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)

Wednesday, April 6, 2022
2:30 PM

In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at 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 and will also be taken during the meeting when the topic is being reviewed by the Beverly Hills City Council Liaison / Branding and Licensing Committee. Beverly Hills Liaison meetings will be in-person at City Hall.

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) Request for Renewal of the Agreement for Use of the City Shield by Universal Studios Orlando Theme Park and Universal Studios Japan Theme Park; and Request for Use of the City Shield by Universal Studios Beijing Theme Park

3) Request for Use of the City Shield by Revolve

4) Request for Use of the City Shield by Alfred Coffee and Glossier

5) Future Agenda Items
6) Adjournment

Huma Ahmed
City Clerk

Posted: April 1, 2022

A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT 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. City Hall, including Room 280A, is wheelchair accessible.
Item 2
TO: City Council Liaison/Branding and Licensing  
FROM: Laura Biery, Marketing and Economic Sustainability Manager  
DATE: April 6, 2022  
SUBJECT: Request for Renewal of the Agreement for Use of the City Shield by Universal Studios Orlando Theme Park and Universal Studios Japan Theme Park; and Request for Use of the City Shield by Universal Studios Beijing Theme Park  
ATTACHMENTS:  
2. Renewal Business Terms for Use of the City Shield by Universal Studios Orlando Theme Park  
4. Renewal Business Terms for Use of the City Shield by Universal Studios Japan Theme Park  
5. New Business Terms for a Request for Use 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  

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 Beverly Hills City Shield. Universal Studios Beijing Theme Park (“Universal Studios Beijing”) has requested a new agreement for use 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 Liaison Committee (Committee) for review. The Committee met on November 29, 2021 to originally discuss this item and provide direction. At that time, Bradford Licensing LLC, the City/Chamber of Commerce’s previous branding agency for the prior Universal Agreements dating as far back as 2002, was in attendance to receive feedback and direction.

The Committee directed Bradford Licensing LLC to work with Universal Studios on the following items and return to the Committee when reconciled:
1) Include an escalator annually in the permission agreements
2) Provide a comparison to other licensees such as “I Love NY”
3) Reduce the renewal period to 4 years for Orlando and Japan to align with Singapore Agreement scheduled to end in 2025
4) Offer a 4 year term for Beijing to be through 2025
5) Obtain theme park attendance numbers

The City’s prior agreements for Universal Studios Orlando (Attachment 1) and Universal Studios Japan (Attachment 3) for the use of the Beverly Hills City Shield expired on December 31, 2021. Additionally, Universal Studios is seeking a new agreement for the use of the Beverly Hills City Shield for Beijing, which opened in September of 2021. The Committee encouraged the licensing parties to work in good faith to achieve an agreement and return back when an agreement had been reached, even if that was after the December 31, 2021 expiration date.

Bradford Licensing LLC ultimately was not able to achieve the requested items and relinquished the licensing negotiations back to the City to be handled by CMG Worldwide, the City’s current licensing agency.

CMG Worldwide began negotiations with Universal Studios and is returning to the Committee with the following agreement proposals that include an escalator annually. The term of the agreements was not able to be reduced to 4 years (2025) and instead is listed as 5 years. Universal Studios is not able to provide park attendance numbers. The representatives from CMG Worldwide are also not able to share proprietary licensing terms for other brands however a representative will be in attendance at the meeting to discuss similarities in brands.

<table>
<thead>
<tr>
<th>Universal Studios Location:</th>
<th>Beijing</th>
<th>Orlando</th>
<th>Japan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Expiration Date</td>
<td>N/A</td>
<td>12/31/2021</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Current License Fee Per Year</td>
<td>N/A</td>
<td>$3,000</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 1 (2017)</td>
<td>$3,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2-5 (2018-2021)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total for Prior Five Years</td>
<td>N/A</td>
<td>$15,000</td>
<td>$23,000</td>
</tr>
<tr>
<td>Proposed Expiration Date</td>
<td>12/31/2026</td>
<td>12/31/2026</td>
<td>12/31/2026</td>
</tr>
<tr>
<td>Proposed License Fee for 2022</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Proposed License Fee for 2023</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$5,500</td>
</tr>
<tr>
<td>Proposed License Fee for 2024</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>Proposed License Fee for 2025</td>
<td>$6,500</td>
<td>$6,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Proposed License Fee for 2026</td>
<td>$7,000</td>
<td>$7,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Total for Proposed Term of Five Years</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
In addition to the requested renewals and new theme park license request, the City has one other existing license agreement with Universal Studios for its theme park in Singapore which was renewed in 2021 (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 for a total of $25,000. This approved agreement will expire December 31, 2025.

CMG Worldwide 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 for a total of $30,000 per theme park over the term of each renewal agreement. CMG Worldwide is also recommending the Committee enter into a new agreement for use of the of the City Shield with Universal Studios for Universal Studios Beijing for five years for a total of $30,000 (Attachment 5).

This would bring the total of licensing agreements with Universal Studios for these three theme parks to $90,000 between 2022-2026. With the previously signed agreement for Singapore, the total revenue for all four Universal Studios theme parks would be $115,000 between 2021-2026.

For reference, photos of the Beverly Hills City Shield at Orlando and Japan are included below:

![ORLANDO](image1.jpg)

![JAPAN](image2.jpg)

**FISCAL IMPACT**

The fiscal impact of the Universal Studios Orlando license renewal is $30,000 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 $30,000 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 $30,000 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 $90,000 over the duration of the agreements.

**RECOMMENDATION**

It is recommended the City Council Branding and Licensing Liaison Committee provide direction regarding licensing renewal 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 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: [Signature]
Name: Therese Kosterman
Title: Public Information Mgr

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

By: [Signature]
Name: Jim Dimon
Title: SVP, Entertainment
RENEWAL OF PERMISSION AGREEMENT

THIS RENEWAL OF PERMISSION AGREEMENT, dated August 8, 2011, 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, the term ("Term") of which will expire as of December 31, 2011.

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 and paid consideration to the Licensor each year since the expiration of the Term, 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, 2012 and expiring on December 31, 2016.

2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensor upon the dates set below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2011</td>
<td>$3,000.00</td>
<td>Calendar Year 2012</td>
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<tr>
<td>December 1, 2012</td>
<td>$3,000.00</td>
<td>Calendar Year 2013</td>
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<tr>
<td>December 1, 2013</td>
<td>$3,000.00</td>
<td>Calendar Year 2014</td>
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<tr>
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<td>$3,000.00</td>
<td>Calendar Year 2015</td>
</tr>
<tr>
<td>December 1, 2015</td>
<td>$3,000.00</td>
<td>Calendar Year 2016</td>
</tr>
</tbody>
</table>

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

Attention: Sabrina Puleo, V.P. of Finance/Operations
Bradford Licensing, LLC
7 Oak Place, Suite 1R
Montclair, NJ 07042

Page 1 of 2
4. Section 14 of the Agreement is also hereby amended to replace Catherine A. Roth with Judith A. Luengas.

5. 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: [Signature]

Name: Cheryl Friedling

Title: Deputy City Manager

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

By: [Signature]

Name: Jim Timon

Title: SVP, Entertainment
RENEWAL OF PERMISSION AGREEMENT

THIS RENEWAL OF PERMISSION AGREEMENT, dated September 1, 2008, is entered into by and between the City of Beverly Hills Chamber of Commerce and Civic Association ("Licensor") and Universal City Development Partners, Ltd., ("Licensee"), and is made with reference to that certain PERMISSION AGREEMENT dated January 1, 2002 (the "Agreement"), the term ("Term") of which expired as of December 31, 2006.

WHEREAS, the City of Beverly Hills ("City") is the owner of the Beverly Hills Shield Design Trademark and service mark ("Property") and the City has granted to Licensor an exclusive license to sublicense the Property; and

WHEREAS, Licensee has continued to use the Property and paid consideration to the Licensor each year since the expiration of the Term, and Licensor has accepted such consideration; and

WHEREAS, as contemplated by section 2(b) of the Agreement, the parties wish to formally document the extension of the Term for an additional five (5) years.

NOW, THEREFORE in consideration of the promises and terms contained in the Agreement and hereinbelow, 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 five (5) years, namely January 1, 2007 through December 31, 2011.

2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensee upon the dates set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
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<td>Calendar Year 2007</td>
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<td>December 1, 2007</td>
<td>$3,000.00</td>
<td>Calendar Year 2008</td>
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<tr>
<td>December 1, 2008</td>
<td>$3,000.00</td>
<td>Calendar Year 2009</td>
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<tr>
<td>December 1, 2009</td>
<td>$3,000.00</td>
<td>Calendar Year 2010</td>
</tr>
<tr>
<td>December 1, 2010</td>
<td>$3,000.00</td>
<td>Calendar Year 2011</td>
</tr>
</tbody>
</table>

Licensor acknowledges that Licensee previously paid, and Licensor has accepted, the Consideration due on December 1, 2006 and December 1, 2007.
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 first set forth herein above.

“Licensor”
Beverly Hills Chamber of Commerce and Civic Organization

By: [Signature]
Name: [Name]
Title: [Title]

“Licensee”
Universal City Development Partners, Ltd.

By: [Signature]
Name: [Name]
Title: [Title]
PERMISSION AGREEMENT

This permission agreement (the "Agreement"), effective January 1, 2002 is between the City of Beverly Hills ("Licensor") and Universal City Development Partners, LP ("Licensee").

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of the BEVERLY HILLS SHIELD DESIGN trademark (the "Property").

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use the Property in connection with its "Universal Studios" theme park in Orlando, Florida, and in any advertising, promotion, or publicity related thereto upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein, the parties, each intending to be legally bound hereby, hereby promise and mutually agree as follows:

1. Consideration. As follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon signing Agreement</td>
<td>$3000.00</td>
<td>Calendar Year 2002</td>
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<tr>
<td>December 1, 2002</td>
<td>$3000.00</td>
<td>Calendar Year 2003</td>
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<tr>
<td>December 1, 2003</td>
<td>$3000.00</td>
<td>Calendar Year 2004</td>
</tr>
<tr>
<td>December 1, 2004</td>
<td>$3000.00</td>
<td>Calendar Year 2005</td>
</tr>
<tr>
<td>December 1, 2005</td>
<td>$3000.00</td>
<td>Calendar Year 2006</td>
</tr>
</tbody>
</table>

2. License.

a. Licensor hereby grants to Licensee for the term of this Agreement the non-exclusive, limited, non-transferable right and limited license to use the Property in connection with Licensee's California-themed camera-ready street set (the "Street Set"), for both tourist attraction purposes and Licensee's motion picture/television productions related to said "Universal Studios" theme park, all located in Licensee's Theme/Amusement Park known as Universal Studios in Orlando, Florida ("USF"). Licensor further hereby grants to Licensee for the term of this Agreement the non-exclusive, limited, non-transferable right and limited license to use the Property for advertising, promotion and publicity related to the Street Set (the "Promotional Uses"), which shall not be limited geographically. With regard to any such Promotional Uses, the
Property shall not be displayed exclusively or any more prominently than any other component of Licensee's street set unless Licensor grants written permission for such use and the parties agree in advance upon a separate fee to cover such use.

b. This Agreement shall be in full force and effect commencing on the date of execution by both parties and shall extend for a period of five years from the effective date set forth above ("the Term"), at which time it shall automatically expire. Licensee shall, thereafter, have the option of renewing the Agreement for one additional five-year period provided that the parties are able to agree upon the amount of the license fee to be paid by Licensee to Licensor for such period.

c. The Property may be no more prominently displayed than any other property used in USF;

d. This license shall pertain only to the use of the Property as described in Section 2a above and does not extend to any other trademark, product or service. Licensee shall not use the Property in any other manner or for any other purpose.

e. Upon termination of this Agreement, Licensee shall discontinue all use of the Property and shall not use it again in any manner whatsoever.

3. Termination. Licensor shall have the right to terminate this Agreement immediately effective upon the telefaxing of written notice to Licensee at the telefax number set forth below, without prejudice to any rights it may have, whether pursuant to the provisions of this Agreement, in law, in equity, or otherwise, upon the occurrence of any one or more of the following events:

a. Licensee fails to perform any of its material obligations provided for in this Agreement and fails to cure any such material breach within ten (10) days of its receipt of written notice regarding said breach from Licensor, provided, however, that once Licensor has provided Licensee with three (3) such notices, it may terminate this Agreement without providing such opportunity to cure; or

b. Licensee is unable to pay its debts when due, or makes any assignment for the benefit of creditors, or files any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or has a receiver or trustee appointed for its business or property, or is adjudicated bankrupt or insolvent, or has substantially all of its assets seized or attached or is liquidated or dissolved.

4. Trademark Notice. Licensee warrants that it will provide a legally sufficient trademark notice in connection with each use of the Property authorized by this Agreement by causing the letters™ to be imprinted prominently, indelibly, and legibly, directly after the Property each time the Property is used as authorized in Section 2a above
together with the following statement: "The BEVERLY HILLS SHIELD DESIGN is a trademark of the City of Beverly Hills."

5. **No Right to Assign.** The license hereby granted is and shall be personal to the Licensee. Neither this Agreement nor any interests herein may be sublicensed, transferred, directly or indirectly, or assigned by Licensee, in whole or in part, by law or otherwise, without the prior written consent of Licensor, unless such assignment is to a parent, subsidiary or affiliate entity who will operate USF in substantially the same manner as Licensee, and any attempt to sublicense, assign or otherwise transfer such rights shall be null and void.

6. **Ownership Rights.** Any and all rights in and to the Property which are not expressly granted to Licensee are hereby reserved by Licensor. Licensee acknowledges Licensor's exclusive rights in the Property and further acknowledges that the Property is famous, unique and original and that Licensor is the owner thereof. Licensee acknowledges the value, goodwill and rights of Licensor in the Property. Licensee agrees that the Property is, and shall remain, the property of Licensor 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 claim 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, Licensor's ownership of the Property, Licensor'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.

7. **Indemnification.**

   a. **By Licensee.** Licensee will indemnify, defend and hold harmless Licensor, and each of its officers, employees, elected and appointed officials, attorneys, agents, and representatives from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) resulting from, arising from or out of, or in any way related to Universal Studios Florida (including, but not limited to, any personal injury or product liability actions or claims based on Licensee's alleged intentional or negligent acts), Licensee's use of the Property in any manner not authorized by this Agreement, and/or any other acts or omissions of Licensee which are not expressly authorized by this Agreement.

   b. **By Licensor.** Licensor shall indemnify, defend and hold harmless Licensee, and each of its officers, employees and agents, from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) arising from or out of any third party claim contesting Licensor's 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. Licensee agrees that while it may
counsel Licensor concerning the disposition of any action which involves the Property, the manner of disposition is within Licensor's sole discretion. Licensor also shall have the right, in its discretion, to institute and prosecute lawsuits against third parties for infringement of the rights licensed in this Agreement. Any such lawsuit shall be prosecuted solely at the cost and expense of Licensor and all sums recovered in any such lawsuit, whether by judgment, settlement or otherwise, shall be retained solely and exclusively by Licensor.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all previous negotiations and agreements, oral or written, with respect thereto. No representation, promise, inducement, statement or intention has been made by any parties hereto that is not embodied herein, and no party shall be bound or liable for any alleged representation, promise, inducement, or statement not set forth herein. There are no representations, warranties, promises, covenants or understandings other than those contained herein.

9. **Survival.** The provisions of Sections 4, 5, 6 and 7 of this Agreement shall survive any expiration or termination of this Agreement.

10. **Modifications.** This Agreement may be modified, amended, superseded, or cancelled only by a written instrument signed by both of the parties hereto, and any of the terms, covenants, representations, warranties or conditions hereto may be waived only by a written instrument executed by the party to be bound by any such waiver.

11. **Attorneys' Fees.** In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement, the out-of-pocket costs, expenses, and reasonable attorneys' fees of the prevailing party incurred in resolving, settling or litigating the dispute shall be paid by the other party in addition to any other relief or damages to which the prevailing party may be entitled.

12. **Jurisdiction and Disputes.** 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.

13. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given (i) if delivered personally or sent by facsimile express delivery service, on the date given, (ii) if delivered by certified or registered mail, postage prepaid, return receipt requested, seven (7) days after mailing, to the parties addressed as follows, or to such other addresses as such party may designate by written notice in the manner provided herein:

If to Licensor:

Larry Wiener, Esq.
City Attorney
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210-4817
FAX: (310) 285-1056

If to Licensee:

Catherine A. Roth, Esq.
Vice President, Legal Affairs
Universal Orlando
1000 Universal Studios Plaza
Orlando, FL 32819
FAX: (407) 363-8219

15. **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 thereto.

16. **No Agency or Joint Venture.** The parties hereto understand and agree that this Agreement does not make them an agent or legal representative of each other for any purpose whatsoever, and that no partnership, franchise or joint venture is intended to be created hereby. No party hereto is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party hereto, or to bind the other party hereto in any manner whatsoever.

17. **Authority.** Each party hereto represents and warrants that its execution, delivery and performance of this Agreement has been duly and validly
authorized, and that this Agreement is binding upon and enforceable against such party in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused this Agreement to be signed in its name by a duly authorized officer or representative thereof, all as of the date first written above.

"Licensor"

CITY OF BEVERLY HILLS

By: 

MERALEE GOLDMAN

Its: Mayor

Address: c/o City Attorney

455 North Rexford Drive

Beverly Hills, California 90210-4817

FAX: (310) 285-1056

ATTEST:

NINA WEBSTER

(SEAL)

City Clerk

"Licensee"

"UNIVERSAL STUDIOS FLORIDA"

UNIVERSAL CITY DEVELOPMENT PARTNERS, LP

By: 

Its: Vice President Entertainment

Address: 1000 Universal Studios Plaza

Orlando, FL 32819

FAX: (407) 363-8219
<table>
<thead>
<tr>
<th><strong>Licensee:</strong></th>
<th>Universal City Development Partners, Ltd. (licensing for Universal Studios Orlando)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):</strong></td>
<td>Beverly Hills Shield Design - Sign Usage Renewal</td>
</tr>
<tr>
<td><strong>Territory requested:</strong></td>
<td>Orlando</td>
</tr>
<tr>
<td><strong>Term of License:</strong></td>
<td>5 years – Namely January 1, 2022 – December 31, 2026</td>
</tr>
<tr>
<td><strong>Total Over 5 Year Term</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>
| **Guaranteed minimum royalties payment schedule:** | On Signature - $5,000 Calendar Year 2022  
Dec 1, 2022 - $5,500 Calendar Year 2023  
Dec 1, 2023 - $6,000 Calendar Year 2024  
Dec 1, 2024 - $6,500 Calendar Year 2025  
Dec 1, 2025 - $7,000 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 LLP ("Licensee"), and is made with reference to a certain PERMISSION AGREEMENT dated August 4th 2004, and the RENEWAL OF PERMISSION AGREEMENT (the "Renewal Agreement") dated September 1st 2008, and a further RENEWAL OF PERMISSION AGREEMENT (collectively the "Renewal Agreement") dated January 1st 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 1st 2017 and expiring on December 31st 2021.

2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensor upon the dates set below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>On signature</td>
<td>USD $3,000.00</td>
<td>Calendar Year 2017</td>
</tr>
<tr>
<td>December 1, 2017</td>
<td>USD $5,000.00</td>
<td>Calendar Year 2018</td>
</tr>
<tr>
<td>December 1, 2018</td>
<td>USD $5,000.00</td>
<td>Calendar Year 2019</td>
</tr>
<tr>
<td>December 1, 2019</td>
<td>USD $5,000.00</td>
<td>Calendar Year 2020</td>
</tr>
<tr>
<td>December 1, 2020</td>
<td>USD $5,000.00</td>
<td>Calendar Year 2021</td>
</tr>
</tbody>
</table>

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: 
Name: Therese Kosterman
Title: Public Information Manager

Universal City Studios LLC ("Licensee")

By: 
Name: PAGE Thrues
Title: President/COO INTERNATIONAL
RENEWAL OF PERMISSION AGREEMENT

THIS RENEWAL OF PERMISSION AGREEMENT, dated January 1st 2012, 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 that certain PERMISSION AGREEMENT dated August 4th 2004, and the RENEWAL OF PERMISSION AGREEMENT (the "Renewal Agreement") dated September 1st 2008, the term ("Term") of which will expire as of December 31, 2011.

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 and paid consideration to the Licensor each year since the expiration of the Term, 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 1st 2012 and expiring on December 31st 2016.

2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensor upon the dates set below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2011</td>
<td>$3,000.00</td>
<td>Calendar Year 2012</td>
</tr>
<tr>
<td>December 1, 2012</td>
<td>$3,000.00</td>
<td>Calendar Year 2013</td>
</tr>
<tr>
<td>December 1, 2013</td>
<td>$3,000.00</td>
<td>Calendar Year 2014</td>
</tr>
<tr>
<td>December 1, 2014</td>
<td>$3,000.00</td>
<td>Calendar Year 2015</td>
</tr>
<tr>
<td>December 1, 2015</td>
<td>$3,000.00</td>
<td>Calendar Year 2016</td>
</tr>
</tbody>
</table>

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: Sabrina Puleo, V.P. of Finance/Operations

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: [Signature]

Name: Cheryl Friedling
Title: Deputy City Manager

Universal City Studios LLC ("LICENSEE")

By: [Signature]

Name: Catherine Roth
Title: Vice President
RENEWAL OF PERMISSION AGREEMENT

THIS RENEWAL OF PERMISSION AGREEMENT, dated September 1, 2008, is entered into by and between the City of Beverly Hills Chamber of Commerce and Civic Association ("Licensor") and Universal City Studios LLLP ("Licensee"), and is made with reference to that certain PERMISSION AGREEMENT dated August 4, 2004 (the "Agreement"), the term ("Term") of which expired as of December 31, 2006.

WHEREAS, the City of Beverly Hills ("City") is the owner of the Beverly Hills Shield Design Trademark and service mark ("Property") and the City has granted to Licensor an exclusive license to sublicense the Property; and

WHEREAS, Licensee has continued to use the Property and paid consideration to the Licensor each year since the expiration of the Term, and Licensor has accepted such consideration; and

WHEREAS, as contemplated by section 2(b) of the Agreement, the parties wish to formally document the extension of the Term for an additional five (5) years.

NOW, THEREFORE in consideration of the promises and terms contained in the Agreement and hereinafter, 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 five (5) years, namely January 1, 2007 through December 31, 2011.

2. Section 1 is hereby amended to add the following Consideration, to be paid by Licensee to Licensee upon the dates set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Signing</td>
<td>$3,000.00 (Past use fee)</td>
<td>Calendar Year 2007</td>
</tr>
<tr>
<td>Upon Signing</td>
<td>$3,000.00 (Past use fee)</td>
<td>Calendar Year 2008</td>
</tr>
<tr>
<td>Upon Signing</td>
<td>$3,000.00 (Past use fee)</td>
<td>Calendar Year 2009</td>
</tr>
<tr>
<td>December 1, 2009</td>
<td>$3,000.00</td>
<td>Calendar Year 2010</td>
</tr>
<tr>
<td>December 1, 2010</td>
<td>$3,000.00</td>
<td>Calendar Year 2011</td>
</tr>
</tbody>
</table>
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 first set forth herein above.

“Licensor”
Beverly Hills Chamber of Commerce and Civic Organization
By: [Signature]
Name: Daniel C. Walshe
Title: CEO

“Licensee”
Universal City Studios, LLLP
By: [Signature]
Name: Michael E. Silver
Title: Vice President
PERMISSION AGREEMENT

This permission agreement (the "Agreement"), effective August 4, 2004 is between the City of Beverly Hills Chamber of Commerce and Civic Association ("Licensor"), c/o its exclusive licensing and merchandising agent, Global Icons, LLC ("Global"), and Universal City Studios LLLP ("Licensee").

RECITALS

WHEREAS, the City of Beverly Hills ("City") is the owner of the Beverly Hills Shield Design Trademark and service mark ("Property") and the City has granted to Licensor an exclusive license to sublicense the Property.

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use the Property in connection with the Universal Studios Japan Theme Park location upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein, the parties, each intending to be legally bound hereby, hereby promise and mutually agree as follows:

1. Consideration. As follows:

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon signing</td>
<td>US$1,000.00</td>
<td>Past Use</td>
</tr>
<tr>
<td></td>
<td>(&quot;Past Use Fee&quot;)</td>
<td></td>
</tr>
<tr>
<td>Upon signing</td>
<td>US$3,000.00</td>
<td>Through December 31, 2006</td>
</tr>
<tr>
<td></td>
<td>(&quot;Annual</td>
<td>Furthermore, the</td>
</tr>
<tr>
<td></td>
<td>Permission Fee&quot;)</td>
<td>Parties agree that Licensee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>shall pay the US$3,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annual Permission Fee for</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each year that this Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>is in effect.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Payment for calendar year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2004 shall be due within</td>
</tr>
<tr>
<td></td>
<td></td>
<td>thirty (30) days after this</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agreement is fully signed,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and payment for each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>subsequent year shall be due</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and payable no later than</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 15th of such year.</td>
</tr>
</tbody>
</table>

All payments under this Agreement shall be made by Licensee to Global, and Global will be responsible for remitting payments to Licensor and/or the City. None of Licensee's rights under this Agreement shall be modified, reduced or affected in any way if Global fails to transmit to Licensor and/or the City any payment made by Licensee to Global hereunder, or in the event of any dispute between or among Global, Licensor and/or the City.
2. **License.**

a. Licensor hereby grants to Licensee for the term of this Agreement the non-exclusive, limited, non-transferable (except as set forth below) right and limited license to use the Property in connection with the Universal Studios Japan Theme Park location ("USJ") located in Osaka, Japan. The Property may only be used as one (1) sign for atmospheric uses only in connection with the California-themed camera-ready street set for both tourist attraction purposes and motion picture/television productions related to USJ, all located in USJ.

b. This Agreement shall be in full force and effect commencing on the date of execution by both parties and shall extend through December 31, 2006 (the “Term”), at which time it shall automatically expire. Licensee shall, thereafter, have the option of renewing the Agreement for an additional one-year period provided that the parties are able to agree upon the amount of the license fee to be paid by Licensee to Global for such period.

c. This license shall pertain only to the use of the Property as described in Section 2a above and does not extend to any other trademark, product or service. Licensee shall not use the Property in any other manner or for any other purpose.

d. Upon termination of this Agreement, Licensee shall discontinue all use of the Property and shall not use it again in any manner whatsoever.

e. Prior to any payment of the Annual Permission Fee, Global shall complete and provide to Licensee such documentation as may be required, including an Application Form for Income Tax Convention and an Attachment Form for Limitation on Benefits Article, in order to qualify the payments of the Annual Permission Fee for exemption from Japanese tax withholding under the Convention Between the Government of Japan and the Government of the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, entered into force July 1, 2004. In the event that such documentation is not provided to Licensee, Licensee shall be entitled to withhold applicable Japanese taxes from all payments of the Annual Permission Fee.

3. **Termination.** Licensor shall have the right to terminate this Agreement immediately effective upon the telefaxesing of written notice to Licensee at the telefax number set forth below, without prejudice to any rights it may have, whether pursuant to the provisions of this Agreement, in law, in equity, or otherwise, upon the occurrence of anyone or more of the following events:

a. Licensee fails to perform any of its material obligations provided for in this Agreement and fails to cure any such material breach within ten (10) business days of its receipt of written notice regarding said breach from Licensor, provided, however, that once Licensor has provided Licensee with three (3) such notices, it may terminate this Agreement without providing such opportunity to cure; or

b. Licensee is unable to pay its debts when due, or makes any assignment for the benefit of creditors, or files any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or has a receiver or trustee appointed for its business or property, or is adjudicated bankrupt or insolvent, or has substantially all of its assets seized or attached or is liquidated or dissolved.

4. **Trademark Notice.** Licensee warrants that it will use its best efforts to provide a legally sufficient trademark notice in connection with each use of the Property authorized by this Agreement by causing the letters TM to be imprinted prominently, indelibly, and legibly, directly after the Property each time the Property is used as authorized in Section 2a above together with the
following statement: The BEVERLY HILLS SHIELD DESIGN is a trademark of the City of Beverly Hills."

5. **No Right to Assign.** The license hereby granted is and shall be personal to the Licensee, provided, however, that Licensee may sublicense all of its rights and obligations under this Agreement to USJ Co., Ltd. ("USJC"), the owner and operator of USJ. Global will accept payments of the Annual Permission Fee from USJC with the same force and effect as if made directly by Licensee. Except for the foregoing, neither this Agreement nor any interests herein may be sublicensed, transferred, directly or indirectly, or assigned by Licensee, in whole or in part, by law or otherwise, without the prior written consent of Licensor, unless such assignment is to a parent, subsidiary or affiliate entity who will operate USJ in substantially the same manner as USJC, and any attempt to sublicense, assign or otherwise transfer such rights shall be null and void.

6. **Ownership Rights.** Any and all rights in and to the Property which are not expressly granted to Licensee are hereby reserved by Licensor. Licensee acknowledges Licensor's exclusive rights in the Property and further acknowledges that the Property is famous, unique and original and that Licensor is the owner thereof. Licensee acknowledges the value, goodwill and rights of Licensor in the Property. Licensee agrees that the Property is, and shall remain, the property of Licensor 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 claim 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, Licensor's ownership of the Property, Licensor'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.

7. **Indemnification.**
   
   a. By Licensee. Licensee will indemnify, defend and hold harmless Licensor, and each of its officers, employees, elected and appointed officials, attorneys, agents, and representatives from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) resulting from, arising from or out of, or in any way related to Licensee's use of the Property in any manner not authorized by this Agreement, and/or any other acts or omissions of Licensee which are not expressly authorized by this Agreement.
   
   b. By Licensor. Licensor shall indemnify, defend and hold harmless Licensee, and each of its officers, employees and agents, from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) arising from or out of any third party claim contesting Licensor's 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. Licensee agrees that while it may counsel Licensor concerning the disposition of any action which involves the Property, the manner of disposition is within Licensor's sole discretion. Licensor also shall have the right, in its discretion, to institute and prosecute lawsuits against third parties for infringement of the rights licensed in this Agreement. Any such lawsuit shall be prosecuted solely at the cost and expense of Licensor and all sums recovered in any such lawsuit, whether by judgment, settlement or otherwise, shall be retained solely and exclusively by Licensor. Licensor represents and warrants that the payments of the Annual Permission Fee to Global will also compensate both Licensor and the City for their respective ownership interests in the Property, and, provided that the Annual Permission Fee for a particular year has been paid to Global, Licensor shall indemnify, defend and hold harmless Licensee, and each of its officers, employees and agents, from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) that may be brought by Licensor or by the City against the Licensee.
15. **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 thereto.

16. **No Agency or Joint Venture.** The parties hereto understand and agree that this Agreement does not make them an agent or legal representative of each other for any purpose whatsoever, and that no partnership, franchise or joint venture is intended to be created hereby. No party hereto is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party hereto, or to bind the other party hereto in any manner whatsoever.

17. **Authority.** Each party hereto represents and warrants that its execution, delivery and performance of this Agreement has been duly and validly authorized, and that this Agreement is binding upon and enforceable against such party in accordance with the terms hereof.

“Licensor”
BEVERLY HILLS CHAMBER OF COMMERCE AND CIVIC ORGANIZATION

By: 

Its: 

“Licensee”
UNIVERSAL CITY STUDIOS LLLP

By: Michael Silver

Its: Senior Vice President
Attachment 4
**RENEWAL BUSINESS TERMS**

**UNIVERSAL STUDIOS JAPAN**

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Universal City Studios LLC (licensing for Universal Studios Japan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):</td>
<td>Beverly Hills Shield Design - Sign Usage Renewal</td>
</tr>
<tr>
<td>Territory requested:</td>
<td>Japan</td>
</tr>
<tr>
<td>Term of License:</td>
<td>5 years – Namely January 1, 2022 – December 31, 2026</td>
</tr>
<tr>
<td>Total Over 5 Year Term</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
| Guaranteed minimum royalties payment schedule: | On Signature - $5,000 Calendar Year 2022  
Dec 1, 2022 - $5,500 Calendar Year 2023  
Dec 1, 2023 - $6,000 Calendar Year 2024  
Dec 1, 2024 - $6,500 Calendar Year 2025  
Dec 1, 2025 - $7,000 Calendar Year 2026 |
<table>
<thead>
<tr>
<th><strong>Licensee:</strong></th>
<th>Universal City Studios LLC (licensing for Universal Studios Beijing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefly describe the product(s) on which your company proposes to use the Beverly Hills trademark(s):</td>
<td>Beverly Hills Shield Design - Sign Usage</td>
</tr>
<tr>
<td><strong>Territory requested:</strong></td>
<td>Beijing</td>
</tr>
<tr>
<td><strong>Term of License:</strong></td>
<td>5 years – Namely January 1, 2022 – December 31, 2026</td>
</tr>
<tr>
<td><strong>Total Over 5 Year Term</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>
| Guaranteed minimum royalties payment schedule: | On Signature - $5,000 Calendar Year 2022  
Dec 1, 2022 - $5,500 Calendar Year 2023  
Dec 1, 2023 - $6,000 Calendar Year 2024  
Dec 1, 2024 - $6,500 Calendar Year 2025  
Dec 1, 2025 - $7,000 Calendar Year 2026 |
Attachment 6
CITY OF BEVERLY HILLS

PERMISSION January 1st, 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®, 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
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:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Time Period Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon execution of this Agreement</td>
<td>$5,000.00</td>
<td>Calendar Year 2021</td>
</tr>
<tr>
<td>January 1st, 2022</td>
<td>$5,000.00</td>
<td>Calendar Year 2022</td>
</tr>
<tr>
<td>January 1st, 2023</td>
<td>$5,000.00</td>
<td>Calendar Year 2023</td>
</tr>
<tr>
<td>January 1st, 2024</td>
<td>$5,000.00</td>
<td>Calendar Year 2024</td>
</tr>
<tr>
<td>January 1st, 2025</td>
<td>$5,000.00</td>
<td>Calendar Year 2025</td>
</tr>
</tbody>
</table>

7. **Term:**

   Five (5) years, commencing on January 1st, 2021 and expiring on December 31st, 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 Licensor, 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 Licensor 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 Licensor 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 Licensor 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 Licensor 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: 6/4/2021

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

By: Cliff Mayhall
Name: Cliff Mayhall
Title: Vice President
Date: 6/4/2021
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, Licensor hereby approves 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 Licensor 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, Licensor’s 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 Licensor. 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 Licensor 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 Licensor 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 Licensor 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 Licensor’s business in connection therewith;

17.2 Licensor represents and warrants that it has the right, power and authority to grant the rights granted by Licensor hereunder.

17.3 Licensee shall hereby indemnify, defend and hold harmless Licensor 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 Licensor 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 Licensor’s 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), Licensor upon notice from Universal Studios Indemnities shall defend Universal Studios Indemnities at Licensor’s sole cost and expense.

18. Cooperation in Enforcement of Rights. Licensee in its reasonable efforts, may notify Licensor of any unauthorized uses of the Property that comes to Licensee’s actual attention, and at Licensor’s request, may cooperate with Licensor in any actions (including, but not limited to, the commencement of litigation or administrative proceedings) that Licensor may institute anywhere in the Territory. Licensor 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 Licensor’s 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.
Item 3
CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT
MEMORANDUM

TO: City Council Liaison/Branding and Licensing
FROM: Laura Biery, Marketing and Economic Sustainability Manager
DATE: April 6, 2022
SUBJECT: Request for Use of the City Shield by Revolve
ATTACHMENT: 1. Proposal by Revolve

INTRODUCTION

The City periodically receives inquiries about the use of the Beverly Hills shield. Revolve, a popular online fashion retailer, has reached out to the City regarding a Beverly Hills capsule collection of items utilizing the Beverly Hills shield.

DISCUSSION

Staff receives inquiries from individuals and businesses looking to use the Beverly Hills shield on products and merchandise. As requests are received, they are referred to the City’s branding and licensing consultant, CMG Worldwide.

Founded in 2003, Revolve is a fashion retailer catering to Millennial and Gen Z female consumers. In 2020, Revolve had 1.5 Million active customers and reported $581 Million in net sales. The Revolve customer is college educated, with a higher than average disposable income, and roughly 18-40 years old.

Revolve is proposing a capsule collection of items that includes patches, graphics, and insignia including the Beverly Hills shield, BH, and 90210 on various clothing items and accessories. Revolve’s marketing efforts for the collection will include brand promotion opportunities in Beverly Hills including a launch event in Beverly Hills, marketing/influencer collaborations, as well as a pop-up retail location in Beverly Hills.

CMG Worldwide has provided the following negotiated deal terms for the proposal:

<table>
<thead>
<tr>
<th>Revolve x Beverly Hills Proposal</th>
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<tbody>
<tr>
<td><strong>Term:</strong></td>
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<tr>
<td><strong>Products:</strong></td>
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<tr>
<td><strong>Distribution Channels:</strong></td>
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</tbody>
</table>
Attachment 1 to this Report provides additional information about the proposed Revolve Beverly Hills capsule line which would include Tube Tops, Crop Tops, Going out Tops, Bra Tops, Graphic Tees, Cargo Pants, Low Rise Jeans, Jersey Dresses, Event Dresses, Belts, Necklaces, and a Headscarf.

**FISCAL IMPACT**

If the above proposed terms are accepted, the fiscal impact of the Revolve license agreement would be a one-time payment of $50,000. The term of the agreement would be for one year (2022-2023).

**RECOMMENDATION**

It is recommended that the City Council Branding and Licensing Liaison Committee provide direction regarding use of the Beverly Hills Shield by Revolve. If the terms above are agreed upon, an agreement may be drafted for presentation to the Committee and later the full City Council for review.
Attachment 1
REVOLVE x Beverly Hills
Capsule Collection

Collaboration Overview & Marketing
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ABOUT REVOLVE
THE REVOLVE GIRL
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MARKETING
EVENT CONCEPTS
About REVOLVE

Founded in 2003 and based in Los Angeles, REVOLVE is the next generation retailer for Millennial and Gen Z consumers.

We lead the way in pioneering brand marketing campaigns that reach beyond the browser, and into the social lifestyle of our highly engaged global audience.

By harnessing the power of our influencer network, and leveraging expertise in product curation, data insight and customer service, we have become a powerful platform for emerging and established brands.
Who is the REVOLVE girl?

Fun-Loving, Globetrotting, Fashion Fanatic
She documents everything she does, everywhere she travels, and everything she wears on social
Her style is unique, elevated and on trend
Her muses include models, influencers, and celebrities
She loves experimenting with her look & is always up for trying new trends and brands
The REVOLVE customer’s age range from 18-40 years old
She’s college educated
She is a global citizen
She has a higher than average disposable income
By the Numbers

4.5M ORDERS PLACED IN 2020

404K DAILY PAGE VISITS

1.5M ACTIVE CUSTOMERS IN 2020

1.36M ACTIVE EMAILSUBSCRIBERS IN 2021

$581M 2020 NET SALES
COLLECTION
INSPO & DESIGN
REVOLVE will create a capsule collection featuring the Beverly Hills trademark that will be sold exclusively on REVOLVE.com.

Inspired by the classic style of the ladies shopping on Rodeo Drive to the preppy students of 90210 in the 1990s era, the REVOLVE x Beverly Hills collection is a nod to fashion’s past with the modern trends and silhouettes that we love today. The capsule collection mixes tweed separates with graphic vintage-inspired loungewear which encompasses the laid back Californian lifestyle with the fashion forward style of Beverly Hills.

To launch the collection, REVOLVE will create a 360° campaign encompassing our global influencer network, producing premium content across social media, and creating a large-scale activation and launch event.
INSPO
THE COLLECTION: GRAPHICS

PATCH GRAPHICS:

Beverly Hills 90210

Beverly Hills
THE COLLECTION: READY-TO-WEAR
MARKETING
REVOLVE will promote the collection across its e-commerce and marketing channels, including:

Editorial photo shoot with supplemental video content for social usage

Dedicated homepage feature and newsletter to REVOLVE subscribers

**BRAND MARKETING:**
- Launch event
- Influencer and customer-facing activation
- Product seeding to targeted influencers and content creators
- Social posts on REVOLVE channels including Instagram, TikTok and Youtube
- Fashion and Business press
EVENT CONCEPTS
Recreate the classic Hollywood Bus Tour that stops at multiple iconic landmarks and photo moments around Beverly Hills, where influencers and customers may hop on and hop off at each spot to take photos.

Each “stop” will feature a REVOLVE x BH branded photo moment.

Stops include:
- Beverly Hills sign Beverly Gardens Park
- 2 Rodeo Drive; Via Rodeo street sign
- Popular cafe/restaurant with branded REVOLVE x BH beverages/snacks
- Palm tree lined neighborhood on Canon Drive
- REVOLVE x Beverly Hills mansion
As a standalone activation and/or stop on the REVOLVE x BH Bus Tour, the exclusive REVOLVE x Beverly Hills mansion will be the location for the launch event, a gifting suite for the collection for influencers and VIPs, with photo moments created throughout the space.

- Open for 7-10 days
- Gifting by appointment or invite only
REVOLVE to take over a retail space in BH, on or around Rodeo Drive, to open a public pop-up shop to sell the collection, exclusive branded merch, offer branded fun takeaways. Launch event to also take place the pop-up.

- Open for 1-2 weeks
- Open to the public
- Launch event by invite only
REVOLVE to take over the iconic corner at 2 Rodeo Drive to host a private “block party” celebrating the launch of the REVOLVE x Beverly Hills collection. Event to include live musical performances, decadent food and beverages provided by local restaurants, and branded photo moments. By invite only.

Pending approval from 2 Rodeo management, or opt for similar location.
INTRODUCTION
The City periodically receives inquiries about the use of the Beverly Hills shield. Alfred Coffee (a coffee retailer) and Glossier (a cosmetic brand) are requesting to use the Beverly Hills shield as part of “Alfred at Glossier Alley.”

DISCUSSION
Staff receives inquiries from individuals and businesses looking to use the Beverly Hills shield on products and merchandise. Additionally, when staff discovers brands are using the Beverly Hills shield or its likeness without prior permission, they are contacted to discuss either ceasing use or explore a possible license agreement if interested. It was discovered that Alfred at Glossier Alley had been using the likeness of the Beverly Hills shield on marketing imagery since December 2021. When staff discussed the use of the likeness of the shield with the representatives, a request to explore licensing of the shield was made. As such, they were referred to the City’s branding and licensing consultant, CMG Worldwide, to begin discussions regarding the licensing of the shield.

Founded in 2014, Glossier is a retail beauty brand specializing in skincare, makeup, body care, and fragrance. Glossier LA is located at 8523 Melrose Avenue in West Hollywood. Adjacent to the West Hollywood location is Alfred Coffee Shop which has been branded since December 2021 as “Alfred at Glossier Alley.” Customers can enjoy a unique Glossier Pink Latte branded by Alfred Coffee.

As part of the Alfred at Glossier Alley experience, the team has created several custom designs using the likeness of Beverly Hills shield including:

- cold cups
- hot cups
- coffee sleeves
- drink carriers
- aprons
- menu A-frame
- handle bags
- pastry bags
- napkins
The logo concept below is utilized on these various custom items:

CMG Worldwide has provided the following negotiated deal terms for the proposal:

<table>
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It should be noted that while there is an Alfred coffee location in Beverly Hills (490 N. Beverly Drive, Beverly Hills), the co-partnership with Glossier using the shield is for the Glossier Alley location only.

**FISCAL IMPACT**

If the above proposed terms are accepted, the fiscal impact of the Alfred and Glossier license agreement would be an annual payment of $20,000 (to be paid quarterly). The payments would be prorated back to December 2021 when the brand launched. The term for the agreement is 5 years and the fiscal impact over that term would be $100,000.

**RECOMMENDATION**

It is recommended that the City Council Branding and Licensing Liaison Committee provide direction regarding use of the Beverly Hills Shield by Alfred and Glossier. If the terms above are agreed upon, an agreement may be drafted for presentation to the Committee and later the full City Council for review.