

THE BRENTWOOD SCHOOL
AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Parties.** THIS AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT (this “**Agreement**”) is made as of May 16, 2014 (the “**Effective Date**”), by and between the RESIDENTIAL NEIGHBORS OF THE BRENTWOOD (PRIVATE) SCHOOL, a California non-profit corporation (“**RNBS**”), BRENTWOOD HOMEOWNERS’ ASSOCIATION, a California non-profit corporation (“**BHA**,” together with RNBS, the “**Neighbors**”), and BRENTWOOD SCHOOL, a California non-profit corporation (the “**School**”). The Neighbors and the School are sometimes collectively referred to as the “**Parties.**”

2. **Recitals.**

2.1. The School owns the real property located in the City of Los Angeles, Los Angeles County, California, commonly known as 100 South Barrington Place and legally described in Exhibit A attached hereto (the “**School Property**”), as depicted on the current site plan for the existing East Campus attached to this Agreement as Exhibit B (the “**Site Plan**”).

2.2. RNBS is composed of the owners of single family residences located in the area shown on Exhibit C (the “**RNBS Property**”).

2.3. On or about September 11, 1992 the City of Los Angeles (“**City**”) Zoning Administrator approved a conditional use permit for the operation of a private school on the School Property in Case No. ZA 92-0372 (CUZ) (the “**Existing CUP**”). The Existing CUP governs certain aspects of the development and use of the School Property.

2.4. The School has prepared The Brentwood School Campuses Master Plan, dated June 2008 (the “**Master Plan**”), that describes the proposed expansion of, and improved traffic, parking and circulation for, the School Property. The Master Plan site plan is attached to this Agreement as Exhibit D. The School intends to develop the Master Plan in three or more phases. A conceptual phasing plan is set forth as Exhibit D.

2.5. The School intends to apply to the City for a new or amended conditional use permit or similar land use approval (the “**New CUP**”) to provide for the continued use of the School Property as a private school and implementation of the Master Plan.

2.6. RNBS, on behalf of its members, wants to ensure that allowing the School to go forward with its Master Plan and the construction necessary to effectuate the Master Plan, will

not adversely interfere with the quality of life, including, but not limited to, the preservation of views and the noise levels, currently existing within the RNBS Property. Compliance with the terms set forth in this Agreement is meant to ensure that the implementation of the Master Plan, including the work necessary to construct the buildings called for in the Master Plan, will not adversely affect then existing quality of life. In that connection, development of the Master Plan in conformance with the view simulations attached as Exhibit G I is an important part of the consideration for this Agreement.

2.7. The Parties executed the Brentwood School Agreement, dated November 28, 1992, which was recorded in the Los Angeles County Recorder's Office on December 4, 1992 as instrument number 92-2275598 (the "**Prior Agreement**"). The Prior Agreement set forth the rights and obligations of the Parties with respect to the development and operation of the School Property. The Parties intend to terminate the Prior Agreement and replace it with this Agreement.

For valuable consideration, the Parties agree as set forth below.

3. **Termination of Prior Agreement.** The Prior Agreement is hereby terminated in its entirety and, as of the Effective Date, is no longer of any further force or effect.

4. **Information to be Provided to the Neighbors.**

4.1. **Sensitive Information Defined.** "**Sensitive Information**" means any and all of the following with respect to any student (or his or her parents, siblings or other relatives): (a) home or work addresses; (b) telephone or facsimile numbers; (c) email addresses; (d) website or other internet related contact information; (e) photographs or other images; (f) financial information; and (g) any other personal, non-public information.

4.2. **Private School Affidavit.** The School is currently required to file each year a Private School Affidavit with the California State Department of Education. The School shall provide BHA and RNBS a copy of each Affidavit at the same time that it is submitted to the Department of Education. If, for any reason, the School is not required to provide a Private School Affidavit to the Department of Education, it shall nevertheless provide all of the information required to be included in the Affidavit as of the Effective Date to BHA and RNBS on or before February 1 or each year.

4.3. **Certain Submittals to City.** In connection with the Existing CUP or the New CUP, the City may from time to time require the School to submit certain information pertaining to the School's compliance with the Existing CUP or the New CUP, including but not limited to enrollment reports and traffic counts. The School shall provide BHA and RNBS with copies of any such material information within fifteen days after submittal to the City.

4.4. **School and Special Events Calendar.**

(a) The School may from time to time hold gatherings of any combination of students, faculty, staff, and others. If any such gathering is not programmatic in nature (i.e. not associated with normal School activities or the curriculum), then such gathering

will be considered a "Special Event." Special Events shall include, without limitation, open-house events for parents at the School Property, the Hutson Public Lecture Series and commencement exercises.

(b) BHA and RNBS may, at their option, submit to the School proposed dates on which BHA and RNBS desire to use the School facilities to hold meetings for the members of BHA and RNBS. The School shall use its reasonable efforts to accommodate BHA and RNBS and allow them to use appropriate rooms on the School campus to hold their meetings, up to 2 times per academic year.

(c) The School, within fifteen days after the date on which the School distributes to students (i) an academic calendar (including any scheduled Special Events and any known meeting dates for the BHA and RNBS member meetings) or (ii) any Special Events calendar, shall deliver to BHA and RNBS a copy of each such calendar.

(d) If a Special Event will occur that is not identified on a calendar previously delivered to the Neighbors, then the School shall deliver to BHA and RNBS a written notice describing the date, time period, and location of such Special Event. The School shall deliver such notice as many days in advance of the Special Event as is reasonably practicable, up to thirty days in advance.

4.5. School Buildings. Attached to this Agreement as Exhibit E is a listing of each building on the School Property as of the Effective Date.

4.6. Ride-Share Program. A copy of the School's current ride-share program is attached to this Agreement as Exhibit F. The School shall, within fifteen days after the date of each material modification to the School's ride-share program, deliver to BHA and RNBS a copy of the modified ride-share program.

4.7. Neighbors' Right to Inspect Enrollment and Other Records. For each academic year, the School shall maintain records of student enrollment. One time each semester, upon five days' prior written notice to the School, the Liaison Committee (defined in Section 11.1 below) may inspect the School's then-current records to verify the School's compliance with the enrollment provisions set forth in Section 10.1 below; provided that the School shall have no obligation to disclose any of the Sensitive Information contained in such records. The School shall permit the members of the Liaison Committee to enter onto the School Property during normal operating hours to conduct such inspection. All of the information disclosed to the members of the Liaison Committee (and RNBS and BHA if such information is shared by the Liaison committee members with the members of RNBS and/or BHA) under this Section 4.7 shall be Confidential Information.

5. South Layton Drive Restrictions and Limitations.

5.1. S. Layton Drive Fence. The School shall maintain the existing fence along the lawn area adjacent to South Layton Drive; provided that the School may replace such fence from time to time with a new fence of comparable height and quality. Any gates in the fence

which exist as of the Effective date or which may be added later, whether for vehicular or pedestrian use, shall remain locked at all times except as permitted by this Agreement.

5.2. Limits on Use of S. Layton Drive Parking Lot. The School shall not increase the number of existing parking spaces in the lot adjacent to South Layton Drive. The Parties acknowledge that the School intends to reduce the number of parking spaces in such lot as part of the Master Plan.

5.3. Limits on Use of S. Layton Drive Gates. The South Layton Drive gates shall not be used for pedestrian or vehicular access, except for ingress and egress (a) during an emergency, (b) by the Head of School and the Director of Operations, (c) by maintenance vehicles; provided that no other driveway access to the School provides reasonable access for such maintenance vehicle and the School has delivered to RNBS written notice not less than three days prior to the date of such proposed access (except in the event of an emergency, when no notice shall be required), and (d) for delivery of equipment or materials which cannot be delivered to their ultimate location within the School Property using any driveway from Barrington Place (which equipment or materials may only be loaded or unloaded from vehicles parked on the apron of the School's driveway on South Layton Drive). In no event shall any vehicle that provides goods or services to the School be allowed to load, unload or park, for any period of time, anywhere within the RNBS Property. This section shall also apply to the School's employees and agents, including but not limited to its contractors, subcontractors, and their respective employees.

5.4. Annual Notice of No Parking Areas. Prior to the commencement of each academic year and then again within fifteen days after the commencement, the School shall deliver written notice to all students, staff and faculty that neither they nor anyone involved with them shall park for any School purpose, including, but not limited to, dropping off or picking up students, anywhere within the RNBS Property.

5.5. School Support for Restricted Parking. If at any time RNBS shall make a request to the City for restricted street parking or parking-by-permit-only limitations anywhere within the RNBS Property, then the School shall not oppose any such request if the requested parking program would not impose any costs or expenses on the School or its faculty, staff or students. If the City approves any such parking limitation program, the School waives its right, if any, to obtain any parking permits on South Layton Drive, except for any parking permits that may be required to accommodate maintenance or delivery vehicles as permitted in Section 5.3 above and for the Head of School. At no time shall the School request restricted parking or parking-by-permit anywhere within the RNBS Property.

5.6. Limits on Use of Layton Lawns. The School shall not permit the lawns on the School Property adjacent to Layton Drive to be used for (a) student eating, gathering, loitering, playing, or group student activities, (b) any classes or other student activities, or (c) any use that would violate any City ordinance.

5.7. Limits on Amplified Sound. The School may use loudspeakers and other sound amplification equipment on the School Property for gatherings including, without limitation, sporting events, dinner gatherings on the field, graduation, and the candle lighting

ceremony; provided that any such loudspeakers or other equipment shall not be oriented to broadcast sound directly toward any such off-site residential lot. In no event shall the School permit the use of loudspeakers or other sound amplification equipment in such manner as to create any noise which would cause the noise level within that portion of the School Property within 100 feet of any off-site residential lot not owned by the School to exceed the ambient noise level by more than five (5) decibels.

5.8. Limits on Nighttime Lighting for Sporting Events. The School shall not install any outdoor flood lighting that will be used for any nighttime sporting events on the School Property, unless such lights are directed away from adjacent residential properties and are shielded and hooded so as to minimize any light spill beyond the edge of the sport field and do not create more than 0.5 foot-candles of additional light at ground level at the property line of adjacent offsite residential lots not owned by the School. The foregoing sentence does not limit or restrict the School from installing safety lighting at driveways and on walkways, security lighting or accents lights on buildings; provided that all such lighting that is visible from any single family home in the vicinity of the School shall be shielded and directed away from such home.

5.9. Limits on Special Events. The School shall cause all of the activities associated with a Special Event to be completed no later than 11:00 p.m. for a Special Event occurring Sunday through Thursday, and no later than 12:30 a.m. (30 minutes after midnight) for a Special Event occurring on a Friday or on a Saturday. The completion of activities related to a Special Event shall include all persons and vehicles (including clean-up crews) being off of the School Property, and the extinguishment of all lights (except for customary security and safety lights on the School Property).

5.10. Limits on Filming on the School Property. The School may authorize filming on the School Property by students, faculty and others, provided that there shall be no filming outdoors on the School Property after 10:00 p.m., except that the School may film a Special Event during the hours permitted for such Special Event in accordance with this Agreement. The School may also permit commercial filming from time to time; provided that (a) there shall be no such commercial filming outdoors within 50 feet of any offsite residential lot, except within buildings or courtyards, (b) there shall be no explosions or other disruptive special effects, (c) all commercial filming shall cease by 9:00 p.m., and (d) such filming shall comply with noise and lighting limits in Sections 5.7 and 5.8 above. All vehicles used by persons performing the filming or supporting the filming shall be parked on the School Property.

6. Parking on the School Property.

6.1. VA Property Parking Lots. The School has the right to park 122 cars on land that is leased by the School from the United States Veterans Administration (the "VA Property"). If the School loses its right to park any of these 122 vehicles on the VA Property, the School shall provide alternate parking spaces (in a ratio of one replacement parking space for each lost parking space) elsewhere on the School Property. The replacement spaces may be provided in any combination of improved, unimproved, and tandem parking spaces, all with or without attendant parking control. The Parties acknowledge that any new parking spaces added in connection with the Master Plan shall count toward the replacement requirement (whether

provided before or after the School loses the right to use the VA Property). The School shall cause the replacement parking spaces to be available for use within a reasonable period of time after the School loses its right to park vehicles on such portion of the VA Property. During the period that the School is constructing, installing or otherwise preparing replacement parking spaces for such lost parking spaces, the School shall use its commercially reasonable efforts to provide temporary parking spaces on the School Property. The School may continue to utilize the upper level parking lot near Layton Drive; provided, however, that the School shall not expand such lot.

6.2. Additional Parking and Traffic Control for Large Special Events. If the School schedules a Special Event that it reasonably anticipates will attract more than 300 vehicles (a "**Large Special Event**"), then at the arrival and departure times of the Special Event the School shall post monitors on Barrington Place to (a) direct vehicles onto the School Property (or to alternate parking areas) and (b) instruct drivers not to park on public streets. If the School does not have a sufficient number of parking spaces onsite, the School shall make additional parking available on its athletic fields and/or at an offsite location with shuttles to and from the School Property.

7. Traffic Mitigation.

7.1. Ride-Sharing Program. The School shall implement a ride-sharing program that covers the students, faculty and staff that includes: (a) provisions that include monitoring of School driveways on school days; (b) incentives to promote increased ride-sharing; (c) regular communication regarding the program to students, faculty and staff; and (d) periodic meetings to motivate and facilitate the use of carpools and buses. Not all persons covered by the program shall be required to share rides. The Neighbors acknowledge that the ride-sharing program implemented by the School as of the Effective Date satisfies the requirements of this Section 7.1. The School may, in its good faith discretion, modify in whole or in part such existing ride-sharing program from time to time, and shall provide Neighbors with copies of the revised plan provided that any modification shall be consistent with the aims of this Agreement.

7.2. Vehicle Rules. The School shall maintain, publish and distribute to its faculty, staff and each family of a student a set of rules for picking up and dropping off students (the "**Vehicle Rules**"). The Vehicle Rules shall discourage drivers from dropping off or picking up students off campus, provided that students may be dropped off or picked up in the Brentwood Village area if either the driver of the vehicle or the student is engaged in a bona fide commercial transaction in the Brentwood Village area. The Vehicle Rules shall contain disciplinary measures for violations of the Vehicle Rules. The School shall use its reasonable efforts to enforce the Vehicle Rules and to discipline those persons violating the Vehicle Rules. The School shall make a good faith investigation of any reports of such violations from the Neighbors. The School may amend or modify the Vehicle Rules from time to time, in its good faith discretion provided that any modification shall be consistent with the aims of this Agreement.

7.3. Busing. The School has implemented a busing program and shall continue to encourage members of the Student Body to use the buses. The School shall continue to implement the busing program with both morning drop-off and more than one afternoon pick up

throughout the term of this Agreement, unless the School determines in its good faith discretion that the busing program is no longer economically feasible.

7.4. Limit on Total Morning Vehicle Trips. The School shall not permit more than 300 vehicles, including, but not limited to, buses, carrying students, faculty or staff (the "**Trip Cap**") to enter the School Property between 7:30 a.m. and 9:00 a.m. on school days. Vehicles that do not contain a student, faculty member or staff member shall not be subject to the Trip Cap.

7.5. Limit on Morning Meetings. The School shall not permit more than fifty people (other than students, faculty and the staff) to meet on the School Property before 9:30 am on any school day.

7.6. Traffic Monitors. Between 7:30 a.m. 9:00 a.m. on school days, the School shall post one traffic monitor at each of the School driveways onto Barrington Place. The monitors shall observe compliance with the ride-sharing program and report any violations of the ride-sharing program to the appropriate member of the School's staff. The monitors also shall report to the School if they observe any students, faculty or staff being picked up or dropped off at locations not authorized by this Agreement.

7.7. Bi-Annual Traffic Surveys.

(a) Between October and December and again between March and May each academic year, the School shall retain a qualified traffic data collection firm (the "**Traffic Consultant**") to conduct surveys (each a "**Traffic Survey**") to identify the total number of vehicle trips by students, faculty or staff entering the School Property between 7:30 a.m. to 9:00 a.m. on a school day ("**Trips**"). The Traffic Surveys shall be taken on typical school days at least four months apart. The School shall deliver a copy of the results of each survey to the Neighbors.

(b) Each Traffic Survey shall identify all vehicles entering the School Property during the measurement period that did not carry any students, faculty or staff.

(c) The School may cause a subsequent Traffic Survey to be conducted during the same period of the academic year if the School disputes the results of any completed Traffic Survey. An undisputed Traffic Survey, or a subsequent Traffic Survey conducted as a result of the School disputing the results of a Traffic Survey, as the case may be, shall be referred to as a "**Final Traffic Survey**."

(d) If a Final Traffic Survey shows the number of Trips to be in excess of the Trip Cap, then the School shall pay liquidated damages in accordance with Section 12.5 below.

7.8. Traffic Surveys by BHA. The BHA may, at its sole cost and expense, one time each academic year, retain its own Traffic Consultant data collection firm reasonably acceptable to the School to perform a traffic survey to identify the total number of vehicles occupied by students, faculty or staff entering the School Property on a school day between 7:30 a.m. and 9:30 a.m. during the Morning Period (a "**BHA Traffic Survey**").

(a) The School shall reasonably cooperate with the BHA's Traffic Consultant to enable such Traffic Consultant to differentiate between vehicles that carry students, faculty or staff and those that do not.

(b) The BHA's Traffic Consultant shall contact by email the Head of School and shall contact by telephone a staff member designated by the School from time to time not later than 12:00 p.m. (noon) on the day prior to the days on which the Traffic Consultant intends to perform its BHA Traffic Survey.

(c) The Traffic Consultant shall deliver the results of the BHA Traffic Survey simultaneously to both the Neighbors and to the School.

(d) If the results of any BHA Traffic Survey show that the total number of Trips exceed 300, then the School (at the School's expense) may cause an additional Traffic Survey to be performed within two weeks of delivery of the BHA Traffic Survey. An undisputed BHA Traffic Survey, or the subsequent Traffic Survey prepared as a result of the School disputing the results of a Neighbor Traffic Survey, as the case may be, shall be referred to as a "Final BHA Traffic Survey."

(e) If a Final BHA Traffic Survey shows the number of Trips to be in excess of the Trip Cap, then the School shall pay liquidated damages in accordance with Section 12.5 below.

8. Permitted Construction and Required Mitigation.

8.1. Restriction on Construction. During the Term of this Agreement, the School shall not construct any new buildings or structures on the School Property, except for the following permitted buildings or structures:

(a) Buildings, structures, and other improvements that are part of the Master Plan that do not materially exceed the heights above mean sea level ("msl") set forth in Exhibit D and that do not result in interference with the views existing on the Effective Date materially greater than those shown on the visual simulations attached as Exhibit G (which are based on building heights above msl as set forth in Exhibit D) provided, however, that the School shall not be responsible for any view interference resulting from the removal or reduction of trees or other landscaping on private property not owned by the School. For the purposes of this Section 8.1(a), an exceedance shall be material if it is more than one foot greater than the applicable building height shown on Exhibit D, which building heights include all rooftop structures, unless the buildings, structures, and other improvements are not visible from the RNBS Property. Without limiting the foregoing, the L-shaped building to be constructed on the upper parking lot near the common boundary with the property located at 165 S. Layton Drive shall not exceed two-stories or 511' above msl (i.e., between 26' 1" to 30' 6" as measured from the finished grade to the highest point of the roof directly above it), and shall be located no closer than 45 feet from such common boundary, as shown of Exhibit D-1.

(b) Temporary buildings or structures (which shall mean (i) construction trailers and (ii) replacement space for buildings undergoing renovation, but only if (1) the replacement space does not cause a net increase in the total seating capacity of the

School, and (2) the replacement space is removed within a reasonable time period after such renovation is complete).

(c) Permanent storage buildings of up to 500 square feet in floor area.

(d) The modification, repair or replacement of existing buildings, including but not limited to enclosing existing courtyards that are currently open to the sky, provided that (i) the modification, repair or replacement does not increase student seating capacity for the School, (ii) exterior walls are not moved beyond the limits of those existing on the Effective Date, and (iii) the height of the rooflines after modification, repair or replacement is no greater than that existing on the Effective Date.

(e) Interior renovations of any building that do not increase the floor area of the building.

(f) Construction of new buildings or structures on real property outside of the School Property zoned for commercial or multi-family use that is acquired by the School after the Effective Date, provided that the buildings or structures do not materially change the visual presentation of height and width as seen from any site within the RNBS Property unless the School has obtained Neighbors prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

8.2. Notice to Neighbors. The School shall deliver to RNBS written notice fifteen days prior to the date it submits an application for a building permit for work on the School Property that the School estimates to cost more than \$150,000. The notice shall describe the work to be done in sufficient detail to allow RNBS to understand what work is to be done. The \$150,000 threshold for the cost of work shall be increased each academic year during the Term by three percent over the threshold for the previous year.

8.3. Construction Mitigation and Dispute Resolution.

8.3.1 Construction Mitigation Plan. The School and RNSB have determined that the noise standard set out in Exhibit H will allow the School to construct the buildings contemplated by the Master Plan while, at the same time, protecting the quality of life of RNBS's members. During the course of any construction that occurs on the School Property, the School shall comply with the applicable measures of the construction mitigation plan set forth on Exhibit I attached to this Agreement (the "**Construction Mitigation Plan**"). Compliance with the Construction Mitigation Plan will not excuse the School from liability under this Agreement if the School materially exceeds the noise standard set forth in Exhibit H.

8.3.2 Dispute Resolution. If, during any construction on the School Property, RNSB believes that the School has materially failed to meet the noise standard set out in Exhibit H or has otherwise materially failed to comply with the Construction Mitigation Plan, then RNSB may both (a) call a staff member designated by the School and/or (b) deliver written notice to the School, stating its concerns. The School shall promptly investigate the complaint set forth in the telephonic or written notice and within three days shall provide a written response to RNSB (a) stating that the complaint is valid and specifying the corrective measures that the School shall promptly undertake to remedy the problem, or (b) disputing the complaint. If the

School disputes the complaint, the School and RNSB shall meet and confer to attempt to resolve the dispute within five days of the School's response notice. Such resolution may involve independent third party monitoring of the construction activity. If the School and RNSB are unable to agree during such five-day period, then in another five days the School and RNSB shall agree upon a third party to resolve the dispute. The third party shall be a professional whose primary field of expertise is in the area involved in the dispute, such as a civil engineer, an architect or a general contractor (a "**Neutral Professional**"). If the School and RNSB do not agree on such a Neutral Professional within such five-day period, either Party can submit such dispute to arbitration in accordance with Section 13 below. If the School and RNSB agree upon a Neutral Professional, the School and RNSB shall meet with the Neutral Professional within five days of his or her appointment. At such meeting, the School and RNSB may submit any evidence or testimony regarding the dispute. Neither the School nor RNSB shall bear the burden of persuasion with respect to any claimed material violations of the noise standard set out in Exhibit H. In the absence of any noise monitoring, however, the School shall bear the burden of persuasion with respect to any claim that the noise standard set out in Exhibit H were materially exceeded. The Neutral Professional shall, within two days after the date of such meeting, deliver to the School and RNSB a written determination as to whether construction related activities have materially exceeded the noise standards set out in Exhibit H or have otherwise materially failed to comply with the disputed Construction Mitigation Measure, and in what manner the School must comply. The Neutral Professional's determination shall be binding on the School and RNSB and shall not be subject to appeal. If the Neutral Professional finds RNSB's complaint to be valid, the Neutral Professional may (a) specifically enforce the mitigation measures, (b) require additional reasonable mitigation measures to reduce the impact, or (c) require noise monitoring, and (d) award liquidated damages to RNSB in accordance with Section 12.6 below.

8.3.3 RNBS Trust Fund. Within ten days of the Effective Date, the School shall deposit \$15,000 into an interest bearing trust fund to be set up by RNBS that may only be used by RNSB for the actual and reasonable out-of-pocket costs and expenses of hiring attorneys or consultants to assist RNSB in presenting their case to the Neutral Professional, as provided in Section 8.3.2 above, or to the arbitrator, as provided in Section 13 below. RNSB shall provide the School with documentation reasonably substantiating such costs and expenses as a condition to drawing down such trust fund. If RNSB exhausts such trust fund, the School shall from time to time deposit an additional \$15,000 to replenish such trust fund within five days of receiving written notice from RNSB. If the School fails to provide such replenishment, the School may not participate, or continue to participate, in any proceeding before the Neutral Professional or the arbitrator. Any amount in the trust fund at the expiration of this Agreement shall be returned to the School.

9. New CUP.

9.1. Application for New CUP. The School may prepare and submit an application to the City for the New CUP; provided that such application is consistent with the material provisions of this Agreement. The terms and conditions of this Agreement shall control to the extent that there are any differences with the terms and conditions of the New CUP. The Schools shall use its good faith, reasonable efforts to get the City to include as conditions to the

new CUP the language substantially similar to the provisions of Sections 5,6,7, 8.3.1, 10.1 and 10.2 of this Agreement.

9.2. Support for New CUP. The Neighbors shall support the School's application for the New CUP, provided that such application is consistent with the material provisions of this Agreement.

9.3. Copies to the Neighbors. Not less than ten days prior to the date that the School delivers any application for the New CUP to the City, the School shall deliver to the Neighbors copies of the same, together with all supporting materials such as maps, plans and exhibits.

10. **Limitations on the School Enrollment, Expansion and Transfer.**

10.1. Enrollment at the School Property. Prior to approval of the New CUP, the maximum enrollment at the School Property in any academic year shall not exceed 695 students. Upon approval of the New CUP, the School may increase its maximum enrollment to 960 students (if allowed under the New CUP). During the Term of this Agreement, the School shall not seek to increase the maximum enrollment at the School Property beyond 960 students.

10.2. No Residential Property to Expand the School Property. If the School acquires a fee interest or a leasehold interest in any lot within the RNSB Property, such lot may only be used as a residence for a faculty or staff member of the School, or to create a greenbelt buffer as long as such greenbelt is not used for School activities. Neither the School nor anyone residing on the lot shall become a member of, nor vote on, any actions by RNBS as a result of owning or leasing any such homes.

10.3. Changes in Law or Regulations. If there occurs during the Term any change in any law, regulation, or court order applicable to the School Property or the operation of the School Property as a private school (a "**New Legal Requirement**"), and the School's compliance with such New Legal Requirement would cause the School to be in breach of this Agreement or cause the School to be in violation of the Existing CUP or the New CUP, as applicable, then the following shall apply:

(a) If the School's compliance with a New Legal Requirement causes the School to be in breach of this Agreement, then the Neighbors and the School shall promptly meet and negotiate in good faith changes to this Agreement in a manner that will permit the School to both comply with the New Legal Requirement and with the obligations under this Agreement.

(b) If the School's compliance with a New Legal Requirement causes the School to be in violation of the Existing CUP or the New CUP, as applicable, then the School may make an application to the City for any modification of the Existing or New CUP as may be reasonably required to allow the School to both comply with the New Legal Requirement and comply with the terms of the modified Existing CUP or New CUP, as applicable. The School shall deliver written notice to the Neighbors not less than sixty days prior to submitting an application to the City to modify the Existing CUP or New CUP as may be reasonably required

to allow the School to comply with the New Legal Requirement. The written notice shall also include a copy of the New Legal Requirement for the Neighbors to review.

10.4. Limitation on Transfer of the School Property. The School shall not transfer title or possession, whether in fee or through a lease, to any third party to any portion of the School Property unless the transferee executes and records against the title to the School Property an agreement to assume full responsibility for the School's obligations under this Agreement, as such obligations relate to the portion of the land affected by the transfer. The School shall have the unrestricted right to transfer substantially all of the School Property to a transferee if (a) the Existing CUP or the New CUP, as applicable, is terminated, and (b) either the transferee agrees, or a negative covenant is recorded against the School Property by the School prior to transfer, that the School Property will not be used for educational or school purposes. The School shall give BHA and RNBS notice of any pending sale of the School Property within fifteen days after an escrow is established for such sale, and at least ninety days prior to the date for transfer of title or possession. This Section 10.4 shall not apply to any transfers to affiliates of the School if the portion of the School Property affected by the transfer will be used for School related purposes nor to any transfer or relinquishment of rights to the VA Property.

11. Liaison Committee.

11.1. Formation and Role of Liaison Committee. The School and the Neighbors shall establish and maintain a liaison committee (the "**Liaison Committee**"). The Liaison Committee shall act to facilitate communication between the School and the Neighbors, use its best efforts to resolve disputes between the School and the Neighbors, and make recommendations to the board of directors of the School and the members of BHA and RNBS regarding topics of common concern, including without limitation matters not included in the Existing CUP or in the New CUP, implementation of the Existing CUP or the New CUP, as applicable, and implementation of the provisions of this Agreement. The Liaison Committee may invite other community representatives, such as representative from the Council Office and the Brentwood Village Chamber of Commerce, to attend its meetings from time to time.

11.2. Members of the Liaison Committee. The Liaison Committee shall have four members, including two members appointed by the School, one member appointed by BHA and one member appointed by RNBS. The School shall appoint the Director of Operations as one of the members of the Liaison Committee. The Director of Operations shall attend at least one meeting of the Liaison Committee each academic year. For other meetings, the School's Director of Finance may attend Liaison Committee meetings in the place of the Director of Operations.

11.3. Meetings of the Liaison Committee. Unless otherwise agreed to by the Parties, the Liaison Committee shall meet not less than once each academic year. Meetings shall take place in the School's Administration office. The Liaison Committee may vary the time, place and date of meetings provided that all members of the Liaison Committee receive notice stating the new date, time and place for the meeting at least thirty days prior to such rescheduled meeting. The Liaison Committee Secretary shall give written notice to all members of the

Liaison Committee not less than ten days prior to the date of each meeting of the Liaison Committee.

11.4. Special Meetings of the Liaison Committee. Special meetings of the Liaison Committee may be called by any member of the Liaison Committee. The person or persons seeking to schedule a special meeting of the Liaison Committee shall deliver written notice of such special meeting to all members of the Liaison Committee not less than seven days in advance of the special meeting. The Liaison Committee members by unanimous written consent may waive notice of any special meeting.

11.5. Review of Traffic Issues. The Liaison Committee shall periodically review all of the traffic mitigation measures required by Section 7 and shall determine whether the School is satisfying the requirements of Section 7.

11.6. Traffic Mitigation Fund. The Liaison Committee shall establish a bank account (the "**Traffic Mitigation Fund**") to hold any liquidated damages paid by the School pursuant to Section 12.5. If the School makes payments into the Traffic Mitigation Fund, the Liaison Committee shall first use such funds to reimburse BHA for all payments made by either of them to third parties to conduct the BHA Traffic Survey that disclosed the Event of Default by the School as provided in Section 12.1(b). If funds remain in the Traffic Mitigation Fund after reimbursing BHA, then the Liaison Committee shall spend such remaining funds on reasonable mitigation measures designed to reduce the total number of Trips during the Morning Periods. The Liaison Committee shall not use any funds in the Traffic Mitigation Fund to pay for (or to reimburse the School for) any obligation imposed upon the School by this Agreement, the Existing CUP or the New CUP.

12. Events of Default and Remedies.

12.1. Event of Default by the School. The occurrence of any of the following events shall be an "**Event of Default**" by the School under this Agreement:

(a) The actual enrollment at the School Property exceeds the maximum enrollment permitted under Section 10.1, during the portion of the academic year commencing on the date the Private School Affidavit for such academic year is filed by the School as required by Section 4.2;

(b) The number of Trips between 7:30 a.m. and 9:00 p.m. on school days exceeds 300, as disclosed by a Final Traffic Study or a Final BHA Traffic Study;

(c) The School breaches its obligations under Section 8.3; provided that a Neutral Professional or an arbitrator, as applicable, has confirmed such breach; or

(d) The School has received written notice of its breach of any other material provision of this Agreement, including, but not limited to, the construction of any building or structure which materially exceeds the height limits set forth in the Master Plan or materially interferes with the view as shown in Exhibit G, and has (i) failed to cure such breach within thirty days of receipt of such written notice, or (ii) if such breach cannot reasonably be

cured within such thirty-day period, has failed to commence to cure such breach within such thirty-day period and thereafter has failed to diligently and continuously pursue such cure to completion.

If an Event of Default by the School occurs, either BHA or RNBS may pursue the remedies set forth below in this Section 12.

12.2. Remedies for BHA and RNBS. Except for the liquidated damages provided for in Sections 12.4, 12.5, or 12.6, the sole and exclusive remedy available to BHA and RNBS for an Event of Default by the School is to seek specific performance of the School's obligations under this Agreement pursuant to arbitration in accordance with Section 13. The School acknowledges that the arbitrator described in Section 13 will have the authority to require the removal of any building or structure which materially exceeds the heights of the buildings and structures set forth in the Master Plan or which materially interferes with the views set forth in Exhibit G. Except for the liquidated damages provided or in Sections 12.4, 12.5, or 12.6, in no event shall either BHA or RNBS be entitled to receive nor shall they seek any monetary damages from the School for any Event of Default under this Agreement. Each of BHA and RNBS expressly waives any claim for consequential, punitive, exemplary, actual, special, incidental or other damages against the School. In no event shall this Agreement be terminated as the result of any Event of Default by the School under this Agreement.

12.3. Remedies for the School. The sole and exclusive remedy available to the School for an Event of Default by BHA or RNBS is to seek specific performance by BHA and/or RNBS pursuant to arbitration in accordance with Section 13. If the School has any claim or dispute with BHA or RNBS under this Agreement, the School shall submit such claim or dispute to arbitration pursuant to Section 13. In no event shall the School be entitled to receive nor shall it seek any monetary damages from BHA or RNBS for any breach or default under this Agreement, and the School expressly waives any claim for consequential, punitive, exemplary, actual, special, incidental or other damages against either BHA or RNBS. In no event shall this Agreement be terminated as the result of any breach or default BHA or RNBS under this Agreement.

12.4. Liquidated Damages For Enrollment Event of Default. If there occurs an Event of Default described in Section 12.1(a) above, then the School shall make a single, joint payment as liquidated damages to the Neighbors (to be divided evenly between RNBS and BHA), as their sole and exclusive remedy for such Event of Default, in an amount equal to fifty percent of the then-current annual full-year School tuition for each student enrolled in excess of the maximum permitted number.

12.5. Liquidated Damages For Traffic Count Event of Default. If there occurs an Event of Default described in Section 12.1(b), then the School shall pay into the Traffic Mitigation Fund as liquidated damages (and as the sole and exclusive remedy of BHA for such Event of Default) an amount equal to the greater of (a) \$2,000 (as increased each academic year during the Term by three percent over the amount for the preceding academic year) and (b) the amount calculated as (i) \$500 (as increased each academic year during the Term by three percent over the amount for the preceding academic year) multiplied by the number of Trips during the Morning Periods of the survey period in excess of 300.

12.6. Liquidated Damages For Construction Mitigation Measures Event of Default.

If an Event of Default described in Section 12.1(c) occurs, then the School shall make a single payment as liquidated damages to the RNBS as its sole and exclusive remedy for such Event of Default, the following amounts:


(a) For the first instance of such Event of Default in any ninety day period, an amount equal to \$5,000.

(b) For the second instance of such Event of Default in any ninety day period, an amount equal to \$7,500.

(c) For each subsequent instance of such Event of Default in any ninety day period, an amount equal to \$12,500.

12.7. Liquidated Damages Are Reasonable. The Parties agree and acknowledge that it would be impractical and extremely difficult to fix the damages that BHA and RNBS might suffer if an Event of Default results in any of the liquidated damages described in this Section 12, and that the liquidated damages amounts are intended as a reasonable estimate of the detriment to BHA and RNBS in the respective cases of such Event of Defaults, and are not intended as a forfeiture or penalty, including without limitation, a forfeiture or penalty under California Civil Code Sections 3275 or 3369. The School's initials below indicate the School's understanding and agreement that such liquidated damages are reasonable.

The School's Initials



12.8. Waivers. No failure by any Party hereto to insist upon the strict performance by any other of any covenant, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall affect or alter this Agreement, and each and every term, condition and covenant of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach. The School acknowledges that both RNBS and BHA are composed of volunteers who will not be able to devote full time attention to the monitoring of the implementation of the Master Plan over the next several decades.

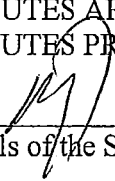
13. **Arbitration.**

13.1. **Terms of Arbitration.** Except as to construction related disputes, which are dealt with in Section 8.3, the Parties shall meet and confer to attempt to resolve any disputes for a period of ten days prior to initiating any arbitration. If the Parties are unable to resolve their dispute through direct discussions, then the dispute shall be determined by arbitration in West Los Angeles before one arbitrator ("**Arbitration**"). The Arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. The cost of the Arbitration and attorneys' fees and experts' fees incurred by a Party in any Arbitration shall be the sole responsibility of the Party that incurs such expense. The arbitrator shall give effect to the requirements described in this Agreement and to statutes of limitation in determining any claim. Any arbitrator's judgment shall be final and non-appealable. Judgment upon the Arbitration award may be entered in any court having jurisdiction. The terms of this Section 13 shall survive termination of this Agreement. The arbitrator may enter and enforce injunctive relief as well as determine the amount of liquidated damages under Section 12 above. An arbitrator may not, under any circumstances, determine that this Agreement has been terminated by any Party.

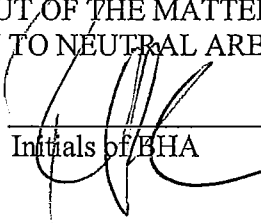
13.2. **Notice That Disputes Are Subject to Arbitration.**

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

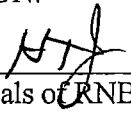
WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.



Initials of the School



Initials of BHA



Initials of RNBS

14. **Confidentiality.**

14.1. **Confidential Information.** "**Confidential Information**" means information that one can reasonably expect to be confidential in nature, including without limitation all of the

following: (a) Sensitive Information, (b) proprietary reports and correspondence regarding the School, the ownership and operation of the School Property, the student, faculty or staff, (c) any information that is designated as Confidential Information in any other Section of this Agreement, and (d) information regarding the financial condition of the School.

14.2. Non-Disclosure. The Parties anticipate that the School may from time to time disclose and provide Confidential Information to Neighbors. Neighbors shall not disclose to any person or entity any Confidential Information; provided that Confidential Information may be disclosed to Neighbor's respective officers, directors, and attorneys. If Neighbors receive a request or demand to disclose any Confidential Information, Neighbors shall deliver written notice to the School of such request and shall not disclose such Confidential Information unless the School provides written consent for such disclosure or such disclosure is required by a court of competent jurisdiction. The School's sole remedy for breach of this section shall be injunctive relief, damages of any type being expressly waived by the School.

14.3. Survival. The provisions of this Section 14 and the obligations of the Neighbors shall survive the expiration or termination of this Agreement.

15. Waivers and Releases.

15.1. Waiver and Release by BHA and RNBS. BHA and RNBS hereby irrevocably release and forever discharge the School and each of its officers, directors, employees, trustees, faculty, staff, students, administrators, legal representatives, assignees, and assignors of an from any and all manner of action or actions, cause or causes of losses, costs or expenses of any nature whatsoever, whether known or unknown, fixed or contingent (collectively, "**Claims**") prior to the Effective Date arising out of or related to the Existing CUP, the Prior Agreement, the operation of the School and all previous agreements between the School and RNBS or BHA.

15.2. Waiver and Release by the School. The School hereby irrevocably releases and forever discharges each of BHA, RNBS and each of their respective officers, directors, employees, legal representatives, assignees, and assignors of and from any and all Claims prior to the Effective Date.

15.3. Section 1542 Waivers. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR RESPECTIVE LEGAL COUNSELS AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BEING AWARE OF SAID CODE SECTION, THE PARTIES, AND EACH OF THEM, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE UNDER CALIFORNIA

CIVIL CODE SECTION 1542, AS WELL AS ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

16. **Term of Agreement.**

16.1. **Expiration of Term.** This Agreement shall commence on the Effective Date and shall end on December 31, 2041 (the "**Term**"). On the last day of the Term, this Agreement shall automatically expire and be of no further force or effect, without any further action on the part of any Party.

16.2. **Early Termination.** This Agreement shall automatically terminate prior to the expiration of the Term with respect to any portion of the School Property that both (a) ceases to be used in any way as part of an operating school and (b) with respect to which both the Existing CUP and the New CUP have expired or been earlier terminated, and no replacement conditional use permit then exists allowing such portion of the School Property to be used for school purposes.

17. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be given in writing by personal delivery, by regionally or nationally recognized overnight courier, or by facsimile or as PDF or JPEG attachments (or other similar commonly used electronic formats) to emails and shall be deemed effective (i) upon personal delivery, (ii) one day after deposit of notice with the overnight courier, (iii) upon successful transmission of facsimile, as evidenced by a "kick-out" or confirmation sheet, when such facsimile notice is followed within five days by a notice pursuant to either (i) or (ii) above, or (iv) upon successful transmission of an email with PDF or JPEG attachments, as evidenced by an electronic "receipt of delivery," when such email notice is followed within five days by a notice pursuant to either (i) or (ii) above. Notices sent by personal delivery or overnight courier or facsimile or email shall be addressed as set forth below.

To BHA:

Brentwood Homeowners' Association
PO Box 49427
Los Angeles, CA 90049
Attn: President
Fax: (310) 471-8714
Email: info@brentwoodhomeowners.org

To RNBS:

Howard Jaskol
200 S. Woodburn Dr.
Los Angeles, CA 90049
Fax: (310) 471-3880
Email: hjaskol@aol.com

Charles S. Grobe
172 S. Woodburn Dr.
Los Angeles, CA 90049
Fax: (310) 471-6815
Email: charles@grobe.com

With a Copy of RNBS Notices to:

Kenneth B. Bley, Esq.
Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067-3284
Fax: (310) 277-7889
Email: kbley@coxcastle.com

To the School:

The Brentwood School
100 S. Barrington Place
Los Angeles, CA 90049
Attn: Head of School
Fax: (310) 476-4087
Email: mrriera@bwscampus.com

With a Copy of School Notices to:

Dale Goldsmith, Esq.
Armbruster Goldsmith & Delvac LLP
11611 San Vicente Blvd., Suite 900
Los Angeles, CA 90049
Fax: 310.209.8801
Email: dale@agd-landuse.com

Each Party may change the information shown above by written notice to the other Party delivered in accordance with this Section 17.

18. **Miscellaneous.**

18.1. **Recordation.** The School shall record a memorandum of this Agreement in the official records of the Los Angeles County Recorder's office.

18.2. No Third Party Beneficiaries. This Agreement shall not be enforceable by anyone other than the School, BHA and RNBS (and their respective successors and assigns). This Agreement shall not be enforceable by an individual member, employee, officer or director of any of the School, BHA or RNBS. There are no third-parties beneficiaries of this Agreement (including without limitation any members of the public and any property owners adjacent to or near the School Property). The only entities that have any rights or benefits under this Agreement are the School, BHA and RNBS (and their respective successors and assigns). This Agreement shall not be binding on, or be enforceable by, the individual members of BHA or RNBS.

18.3. No Waiver of Rights to Enforce CUP. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit or restrict the right of either BHA or RNBS to apply to the City to either (a) cause the City to enforce the terms and conditions of the Existing CUP or the New CUP or (b) seek a revocation of the Existing CUP or the New CUP as a result of a material breach by the School of the requirements of the Existing CUP or the New CUP, as applicable.

18.4. Severability. The illegality, invalidity or unenforceability of any term, condition or provision of this Agreement shall in no way impair or invalidate any other term, condition or provision of this Agreement, and all such other terms, conditions and provisions shall remain in full force and effect.

18.5. Successors and Assigns. This Agreement shall run with the School Property and shall be binding upon the successors and assigns of the School, BHA and RNBS.

18.6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18.7. Attorneys' Fees. Should it be necessary for any Party to commence any arbitration or other legal action to enforce the terms or conditions of this Agreement, each Party shall be solely responsible for its own legal fees, costs and expenses. Attorney's fees shall not be recoverable by a Party seeking enforcement of any provision of this Agreement or by any Party resisting the enforcement of any provision of this Agreement, regardless of whether any such dispute is part of an arbitration proceeding or a lawsuit in a court of law.

18.8. Several, Not Joint Obligations. All of the rights and obligations under this Agreement with respect to BHA and RNBS are several, not joint, and this Agreement can be enforced by either BHA or RNBS and enforced against either BHA or RNBS or both, as applicable.

18.9. No Amendments. Except as otherwise provided herein, this Agreement may not be amended, modified or otherwise changed except by an instrument in writing executed and acknowledged by all of the Parties.

18.10. Person; Gender. Whenever required by the context hereof the singular shall be deemed to include the plural and the plural to include the singular and the masculine, feminine and neutral genders shall each be deemed to include the others.

18.11. Head of the School Acknowledgement. The Head of the School on the Effective Date shall execute an acknowledgement of this Agreement to acknowledge his or her awareness of, and his or her agreement to comply with, the terms of this Agreement. The School shall cause each succeeding Head of the School to sign a similar acknowledgement before assuming his or her duties. Copies of these acknowledgments shall be delivered to the Neighbors within thirty days after they are signed.

18.12. Minutes of Board of Directors or Trustees. Concurrently with the execution of this Agreement, the Parties shall exchange certified copies of resolutions of their respective Board of Directors or Board of Trustees, as appropriate, which specifically authorize the execution of this Agreement.

18.13. Representation by Legal Counsel. Each Party represents and warrants to the other Parties that it has been represented by legal counsel of its own choosing in negotiating and executing this Agreement.

18.14. Exhibits. The following Exhibits attached hereto are incorporated herein by this reference and made a part hereof:

- Exhibit "A" Legal Description of the School Property
- Exhibit "B" East Campus Existing Site Plan
- Exhibit "C" RNBS Property
- Exhibit "D" Master Plan Site Plan
- Exhibit "D-1" L-Shaped Building
- Exhibit "E" List of Existing and Master Plan Buildings and Capacities
- Exhibit "F" Ride Share Program
- Exhibit "G" Visual Simulations
- Exhibit "H" Construction Noise Standard
- Exhibit "I" Construction Mitigation Plan

18.15. Entire Agreement. This Agreement constitute the entire agreement between the Neighbors and the School with respect to the subject matter hereof, and supersedes any and all prior written and oral agreements between either of the Neighbors and the School with respect thereto, including without limitation, the Prior Agreement.

18.16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

{Signatures on next page}

The Parties have executed this Agreement on and as of the Effective Date.

BHA:

BRENTWOOD HOMEOWNER'S
ASSOCIATION, a California non-profit
corporation

By: _____

Name: Robert Rene

Title: President

By: Raymond Klein

Name: RAYMOND KLEIN

Title: SECRETARY

RNBS:

NEIGHBORS OF THE BRENTWOOD
(PRIVATE) SCHOOL, a California non-profit
corporation

By: Howard T Jaskol

Name: HOWARD T. JASKOL

Title: PRESIDENT

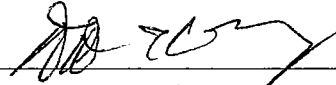
By: Charles S. Grubbs

Name: Charles S. Grubbs

Title: CFO

THE SCHOOL:

BRENTWOOD SCHOOL, a California non-profit corporation

By: 

Name: David H Wong

Title: Chair, Board of Trustees

By: 

Name: Michael Rieva

Title: Head of School

see attached for notanization

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

On 06-05-2014 before me, J. Mulligan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared David H. Wong & Michael Riera
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp above

Signature: _____

Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of LOS ANGELES

On 09/09/2014 before me, LISA PILLSBURY LORD NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared RAYMOND KLEIN AND ROBERT ZENE
Name(s) of Signer(s)

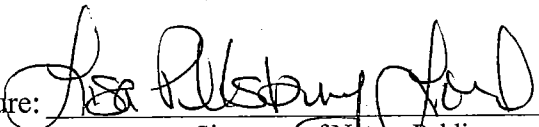
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp above

Signature: 
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of LOS ANGELES

On 09/11/2014 before me, LISA PILLSBURY LORD NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared HOWARD T JASKOL
Name(s) of Signer(s)

CHARLES S GROBE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

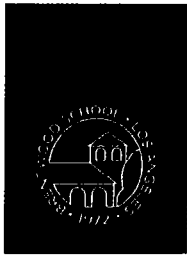
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp above

Signature: Lisa Pillsbury Lord
Signature of Notary Public



EAST CAMPUS: Middle Division, 7-8 | Upper Division, 9-12
100 South Barrington Place | Los Angeles, CA 90049
(310) 476-9633 | Fax (310) 476-4087

WEST CAMPUS: Lower Division, K-6
12001 Sunset Boulevard | Los Angeles, CA 90049
(310) 471-1041 | Fax (310) 440-1989

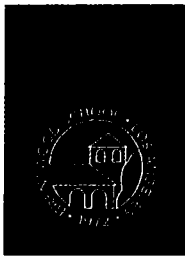
MICHAEL RIERA, Ph.D. | Head of School

HEAD OF THE SCHOOL ACKNOWLEDGEMENT

I, Michael Riera, hereby acknowledge and agree that I am aware of, and agree to comply with, the terms and conditions of the Amended and Restated Covenants, Conditions and Restrictions dated as of May 16, 2014 by and between BRENTWOOD HOMEOWNERS' ASSOCIATION, a California non-profit corporation, RESIDENTIAL NEIGHBORS OF THE BRENTWOOD (PRIVATE) SCHOOL, a California non-profit corporation and BRENTWOOD SCHOOL, a California non-profit corporation.



Dr. Michael Riera, Head of School



EAST CAMPUS: Middle School, 7-8 | Upper School, 9-12
100 South Barrington Place | Los Angeles, CA 90049
(310) 476-9633 | Fax (310) 476-4087

WEST CAMPUS: Lower School, K-6
12001 Sunset Boulevard | Los Angeles, CA 90049
(310) 471-1041 | Fax (310) 440-1989

Certificate of Secretary

I, Jerry Greenberg, Secretary of the Board of Trustees of Brentwood School, a non-profit corporation organized and existing under the laws of the State of California (the "School"), do hereby certify that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the School by unanimous written consent, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Michael Riera, Head of School, and David Wong, Chairperson of the Board, are empowered and authorized to execute (a) the Amended and Restated Covenants, Conditions and Restrictions dated as of May 16, 2014, by and between Brentwood Homeowner's Association ("BHA"), Residential Neighbors of Brentwood (Private) School, and the School, and (b) the Agreement Regarding Brentwood School dated as of May 16, 2014 by and between BHA and the School.

IN WITNESS WHEREOF, I have here unto subscribed my name on this 16 day of May, 2014

Jerry Greenberg, Secretary