

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of August 23, 2019 (the “**Effective Date**”), by and between, on the one hand, Heather Fox, an individual and Brian Harris, an individual (collectively, “**Fox/Harris**”) and, on the other hand, BLDG Edinburgh LLC (“**Owner**”), and each of them, are referred to cumulatively as the “**Parties**” or singularly as a “**Party**.”

RECITALS

WHEREAS, Owner proposes to construct an eight unit small lot subdivision (the “**Project**”) on the property consisting of approximately 19,450 square feet located at 750-756 ½ Edinburgh in the City of Los Angeles (the “**Property**”); and

WHEREAS, the Property is a designated Historic Cultural Monument (HCM) by the City of Los Angeles (“**City**”);

WHEREAS, the City’s Advisory Agency denied Owner’s request for a vesting tentative tract map for the Project (Case No. VTTM No. 74201-SL) (“**VTTM**”) and certified an Environmental Impact Report (ENV-2016-1367/SCH No. 2017011016) (“**EIR**”) (together, the VTTM and the EIR are referred to as the “**Project Approvals**”) on April 17, 2019, which decision was timely appealed by Owner to the Central Los Angeles Area Planning Commission , on or about April 26, 2019;

WHEREAS, the Central Los Angeles Area Planning Commission denied Owner’s Appeal;

WHEREAS, Owner timely filed a further Appeal to the City Council (“**City Council Appeal**”);

WHEREAS, Fox/Harris individually and through their organized group known as Edinburgh Neighbors are opposed to the Project, including the proposed modern design, and have expressed desire to have a limited time period find a buyer for the Property for the purposes of a Preservation/Rehabilitation Project (as defined in Section 1(b)(2)(f) of this Agreement);

WHEREAS, in response to Fox/Harris’ design concerns, and design concerns expressed by City Council District 5, Owner has redesigned the project to reflect a modern Spanish style (Exhibit A) (the “**Modified Project**”); and

WHEREAS, the purpose of this Agreement is to resolve the disputes between the Parties regarding the Project, including the design, so that Fox/Harris will not oppose or challenge the Modified Project; so that Fox/Harris have an opportunity to find a buyer for the Property for a Preservation/Rehabilitation Project (as defined in Section 1(b)(2)(f) below; so that Owner has express obligations to maintain the Property; and that in the event Fox/Harris are unable to timely find a buyer for the Property that development of the Modified Project may proceed without hindrance or opposition from Fox/Harris.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. The Parties' Obligations

a. Mutual Obligations.

(1) Mutual Releases of Claims. Subject to Fox/Harris' compliance with all of its obligations set forth herein, Owner hereby releases Fox/Harris and any of their attorneys and/or representatives, and each of them, (collectively, "**Fox/Harris Released Parties**") from any and all claims, lawsuits, demands, challenges, liabilities, damages, fees, costs, or causes of action, known or unknown, that Owner has or may have against the Fox/Harris Released Parties, or any of them, arising in any way from or related in any way to their opposition to the Project and their support for the designation of the Property as a HCM. The Fox/Harris Released Parties and each of them hereby release Owner (including its parent company, Owner, its subsidiaries and affiliates), and any of Owner's officers, board members, members, owners, principals, officials, lenders, directors, employees, agents, attorneys and/or representatives, and each of them, (collectively, "**Owner Released Parties**") from any and all claims, lawsuits, demands, challenges, liabilities, damages, fees, costs, or causes of action, known or unknown, that the Fox/Harris Released Parties or any of them have or may have against the Owner Released Parties, or any of them, arising in any way from or related in any way to the Project. Further, and subject to Owner's compliance with all of its obligations set forth herein and further subject to Owner's compliance with all applicable laws regarding the Modified Project, the Fox/Harris Released Parties, and each of them, hereby release any and all claims, lawsuits, demands, challenges, liabilities, damages, fees, costs, or causes of action, known or unknown, arising in any way from or related in any way to any past, present and future permits, certificates of occupancy, and/or other approvals necessary or convenient for completing construction of and securing final rights for occupation and use of the Modified Project. Notwithstanding the foregoing, any Party may enforce the terms of this Agreement.

b. Owner Obligations.

(1) Project Massing and Design. Owner shall pursue approval and development of the Modified Project in substantial conformance with the massing, design and elevations shown in Exhibit A and which shall be submitted to the City Council's Planning Land Use and Management Committee ("PLUM") If the Modified Project is not approved in substantial conformance with the massing and design, including color, as shown in Exhibit A and with conditions acceptable to Owner, such that Owner withdraws or does not pursue the Modified Project, or the Modified Project is so approved and such approval is reversed in litigation, resulting in Owner withdrawing or not pursuing the Modified Project, or Owner otherwise elects to withdraw the Modified Project or pursue a substantially different project requiring a new filing with the City of Los Angeles, then the Parties' outstanding obligations under this Agreement, except for the attorney fees/costs payment in Section 1(b)(3) of this Agreement and the maintenance of the Property set forth in Paragraph 2 below shall cease. Nothing in this Agreement shall require Owner to build the Modified Project or any particular project on the Property. The Parties reserve all rights with regard to any new project filed by Owner.

(2) 6 Month Sales Period. Commencing on September 3, 2019, Fox/Harris will have a six (6) month period ("**Sales Period**") to market the Property to a third-party buyer, subject to the following terms:

(a) Owner shall hire a listing broker of Fox/Harris' choice for the Sales Period and shall execute an exclusive listing agreement ("**Listing Agreement**") not later than September 3, 2019 with said broker.

(b) The sales price for the Property shall be \$4.7 million.

(c) Owner shall pay a discounted real estate commission of 4.75% upon the closing of a sale pursuant to the conditions of this section.

(d) Within five days of an executed Listing Agreement, Owner shall provide to broker and to Fox/Harris all geotechnical studies, termite report, structural report and all other reports and studies.

(e) A potential buyer shall be permitted to perform a site visit to the Property and to conduct reasonable inspections upon execution of an Owner accepted purchase and sale agreement and upon execution of an indemnification/assumption of risk agreement by potential buyer and representatives of potential buyer.

(f) **“Disclosure to Buyer”** shall be provided to any future buyers and shall be recorded with the Los Angeles County Recorder immediately prior to the sale of the Property to a third party buyer identified in the Sales Period:

“The Property is a designated Historic Cultural Monument in the City of Los Angeles and is subject to the provisions of the Los Angeles Municipal Code and Administrative Code. As required by law, no permit for any renovation, material alteration, demolition or construction at the Property (the “Construction”) can be issued without first obtaining the approval of the Los Angeles City Cultural Heritage Commission after review by the City’s Office of Historic Resources. Buyer shall agree to first consult with City Council District 5, or any other City Council Office that represents the area of the Property and provide plans for Construction. Buyer and its successors and assigns shall agree that any construction at the Property shall be for a “Preservation/Rehabilitation Project” and shall comply with the United States Secretary of Interior’s Standards as determined by the City’s Office of Historic Resources and Cultural Heritage Commission. For the purposes of this Agreement, a “Preservation/Rehabilitation Project” shall be one that consists of not more than eight units and has a total residential floor area that does not exceed forty percent more than the existing total residential floor area. This “Disclosure to Buyer” shall run with the land for a period of twenty years and shall be binding on future owners of the Property.

(g) During the above-referenced Sales Period, Owner shall be permitted to proceed with any and all applications, meetings, or actions necessary to obtain ready to issue demolition and building permits, along with condition clearance for a Final Map for the Modified Project as well as submission to the Cultural Heritage Commission and the submission of Modified Project plans into plan check with the Department of Building and Safety. Notwithstanding the foregoing, however, Owner agrees that it may commence application for but will not pull the permits until the Sales Period has ended.

(h) Subject to a new buyer’s compliance with the terms of the Disclosure to Buyer set forth above, Owner shall not oppose or challenge, directly or indirectly, a Buyer’s Preservation/Rehabilitation Project.

(2) Security/Maintenance of the Property. During the Sales Period, and after the Sales Period if Harris/Fox are unable to find a buyer for the Property or if any buyer fails to complete the close of an escrow, Owner agrees and covenants that the Property shall be secured and Owner shall make all commercially reasonable efforts to maintain the Property, including but not limited to the boarding up of all doors and windows; fencing; gates locked; grounds maintained and free of debris/garbage; and responding and taking corrective actions to any complaints regarding security and maintenance. Owner shall be responsible for daily inspections to ensure such security and maintenance.

(3) Attorney Fees/Costs Payment. Owner shall pay [REDACTED] to Fox/Harris' attorneys according to the following terms. Within five (5) business days after Owner receives final approval of the Modified Project from the City of Los Angeles, and provided that Fox/Harris are not in breach of this Agreement, Owner shall provide a check payable to "Luna & Glushon" in the amount of [REDACTED] to the attention of Fox/Harris's counsel, Robert L. Glushon, Esq., at 16255 Ventura Boulevard, Suite 950, Encino, California 91436.

c. Fox/Harris Obligations.

(1) Withdrawal of Opposition. Either prior to or at the City Council's Planning Land Use Management (PLUM) Committee meeting currently scheduled for August 27, 2019 on Owner's City Council Appeal, Fox/Harris, through their attorney, shall provide a written withdrawal of opposition to the Modified Project and acknowledging the collaborative efforts of the Parties and City Council Office.

(2) Non-Opposition and Covenant Not to Sue. Subject to Owner's compliance with the terms of this Agreement and all applicable laws regarding the Modified Project, Fox/Harris shall not hereafter oppose, challenge, or seek to hinder in any way whatsoever, directly or indirectly, whether by appeal, litigation, public opposition, petition to government authorities, or otherwise, the Modified Project and the Modified Project Approvals, including, without limitation, (1) any other legislative, quasi-judicial or ministerial approvals related to the Modified Project but not including any zone variances, adjustments or other new future discretionary entitlements that are not included as a part of the Modified Project (2) course of construction so long as Owner is in compliance with all applicable laws or (3) sales.

(3) Edinburgh Neighbors. In addition to the withdrawal of opposition by Fox/Harris as set forth above, Fox/Harris shall urge their supporters not to oppose the Modified Project, in recognition of the cooperative efforts and compromise resulting from the extensive collaboration between the Parties. If anyone who spoke against or submitted a letter opposing the Project at the Advisory Agency Hearing for the Project or at the Central Los Angeles Area Planning Commission on the Owner's initial Appeal, opposes the Modified Project at the Planning, Land Use Management (PLUM) Committee of the City Council meeting, Owner may, in its sole discretion, terminate the Agreement in writing no later than 10:00 A.M., 48 hours prior to the date that the full City Council is scheduled to take final action on the Modified Project, so long as 48 hours elapses between the PLUM Committee meeting and final City Council action. Should the Owner decide to terminate the Agreement subject to such time frame, Harris/Fox shall retain all rights, claims and causes of action to oppose and challenge the Modified Project including findings under the California Environmental Quality Act.

2. Attorneys' Fees and Costs. Except as expressly provided elsewhere in this Agreement, the Parties shall bear their own attorneys' fees and costs in connection with this Agreement. If any action or proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other

relief to which that Party may be entitled. This provision shall be construed as applicable to the entire Agreement.

3. Notices. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) hand delivered to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service or (b) sent by email and certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the United States mail. Any Party may change its address and/or email, or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party shall constitute notice by such Party if the attorney is, in fact, authorized to represent such Party. The addresses and emails of the Parties are:

If to Owner:

With a copy to: Elisa Paster

BLDG Edinburgh LLC
PO Box 385
Beverly Hills, CA 90213

Glaser Weil
10250 Constellation Blvd.
Los Angeles, CA 90405

Email: gpenini@bldgpartners.com

Email: epaster@glaserweil.com

If to Fox Harris:

With a copy to:

Brian Harris

Robert L. Glushon, Esq.

Luna & Glushon

16255 Ventura Boulevard, Suite 950

Encino, California 91436

Email: jbrianharris@yahoo.com

Email: rglushon@lunaglushon.com

Heather Fox

Email: hfoxen@gmail.com

4. Opportunity to Cure. Prior to the commencement of any legal action to enforce the terms of this Agreement, the Parties agree that written notice shall be provided in accordance with Paragraph 3 above of any claimed breach of the Agreement. The Party upon which such notice of breach is received shall have three (3) business days to cure any alleged breach, except in the event of any imminent hazard or threat to public safety, meaning that death or serious physical harm could occur, in which case the cure period shall be 24 hours. In the event additional time is required to cure any alleged breach, the Party receiving the notice of breach shall provide a written response setting forth the amount of additional time

needed to cure the alleged breach and the reasons for needing such additional time. The Party who provided written notice of breach shall not be precluded from commencing formal legal action that includes an ex parte application for temporary restraining orders or other similar urgency relief if such Party believes that such relief is necessary and that any additional time to cure beyond three (3) business days is not justified under the circumstances.

Notwithstanding the requirement for written notice of any alleged breach and an opportunity to cure said breach as set forth above, in the event of any subsequent breaches of the same provision of this Agreement after one (1) notice of that particular breach is given, a Party may commence enforcement action including legal action without giving another written notice of breach.

5. Entire Agreement. This Agreement: (a) constitutes the entire agreement between the Parties concerning the subject matter hereof, (b) supersedes any previous oral or written agreements concerning the subject matter hereof, and (c) shall not be modified except by a writing executed by the Party(ies) to be bound thereby.

6. Benefited Parties. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective representatives, heirs, devisees, successors and assigns. A Memorandum of Agreement shall be recorded within five business days after the final approval of the Modified Project by the City Council that sets forth the terms of this Agreement except for the attorneys' fees provision set forth in Paragraph 1(b)3 above.

7. Construction, Choice of Law and Venue. The terms of this Agreement are the product of arms-length negotiations between the Parties, through their respective counsel of choice, and no provision shall be construed against the drafter thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in Los Angeles County.

8. Counterparts and Electronic Execution. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. This Agreement may also be executed and/or delivered by facsimile and/or email transmission and in such event all facsimile and/or email signatures shall be deemed originals for all purposes hereof.

9. Authority. Each signatory to this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement.

AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE:

Brian Harris

Signed: _____

Heather Fox

Signed: _____

BLDG Edinburgh, LLC

By: MATTHEW JAZOB S

Title: MANAGER

Signed: _____

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Signed: 

BLDG Edinburgh, LLC

By: MATTHEW JAZOB S

Title: MANAGER

Heather Fox

Signed: 

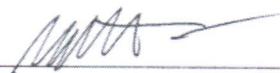
Signed: 

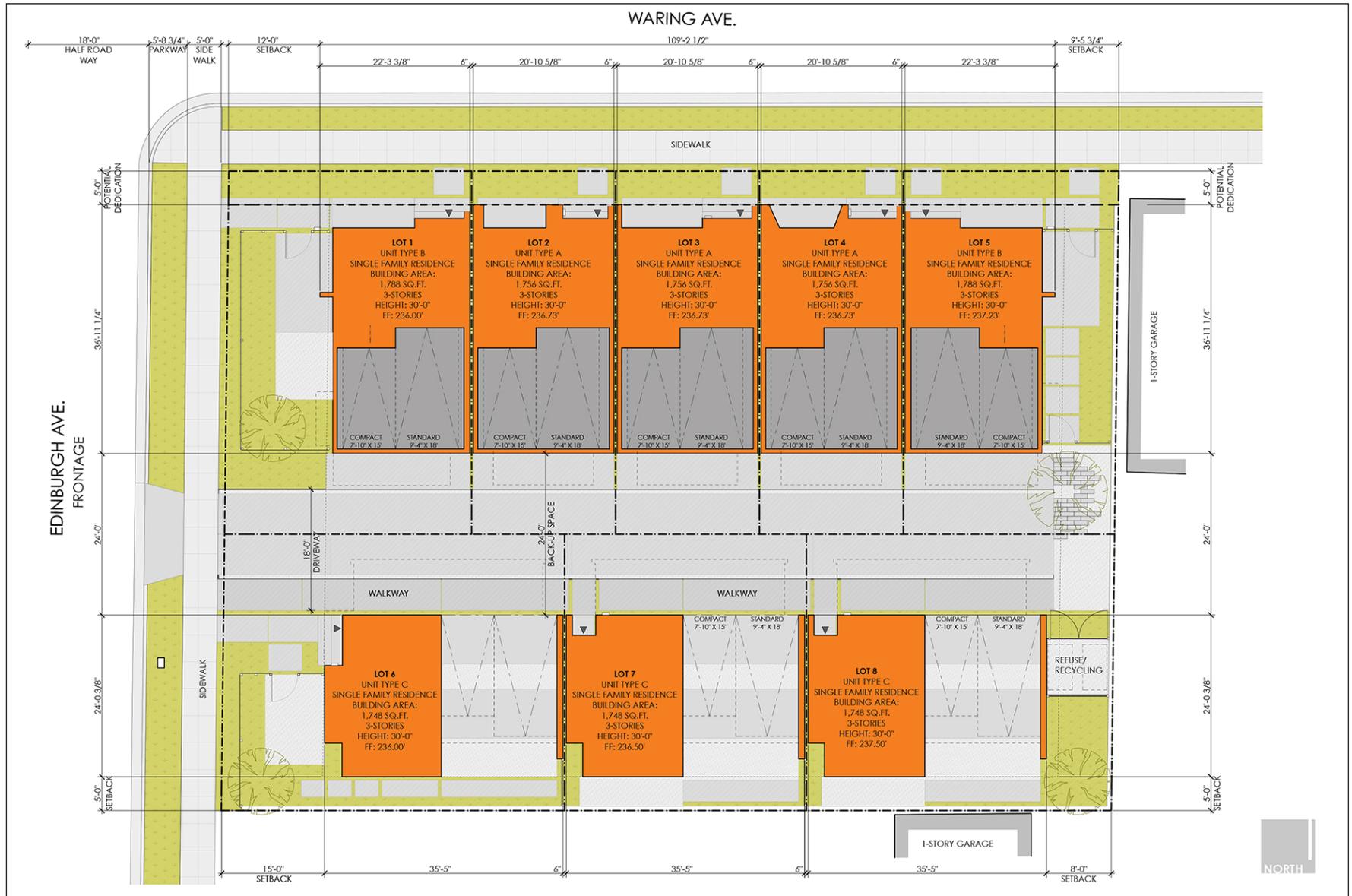
EXHIBIT A

EXHIBIT A









SOURCE: Modative, 2015

Edinburgh Avenue SLS

Figure II-5
Site Plan





A OLEA EUROPAEA 'SWAN HILL'
'SWAN HILL OLIVE'



B GEIJERA PARVIFLORA
'AUSTRALIAN WILLOW'



C ARCTOSTAPHYLOS MANZANITA 'DR.HURD'
'DR. HURD MANZANITA'



D WESTRINGIA 'WYNYABBIE GEM'
'COAST ROSEMARY'



E SEMIARUNDINARIA FASTUOSA
'TEMPLE BAMBOO'



F EUPHORBIA CHARACIAS 'BRUCE'S DWARF'
'BRUCE'S DWARF EUPHORBIA'



G STIPA TENUISSIMA
'MEXICAN FEATHER GRASS'



H ASTELIA CHATHAMICA 'SILVER SPEAR'
'SILVER SPEAR'



I ALOE STRIATA
'CORAL ALOE'



J FESTUCA RUBRA
'RED FESCUE'



K SEDUM MEXICANUM 'LEMON BALL'
'LEMON BALL SEDUM'



L PARTHENOCISSUS TRICUSPIDATA
'BOSTON IVY'



M DYMONDIA MARGARETAE
'SILVER CARPET'
(BETWEEN CONC. PADS)



N ASSORTED HERBS



P CITRUS MEYER LEMON (SEMI-DWARF)
'LEMON'



Q ANIGOZANTHOS BIG RED
'BIG RED KANGAROO PAW'

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miriam@rainvilledesign.com

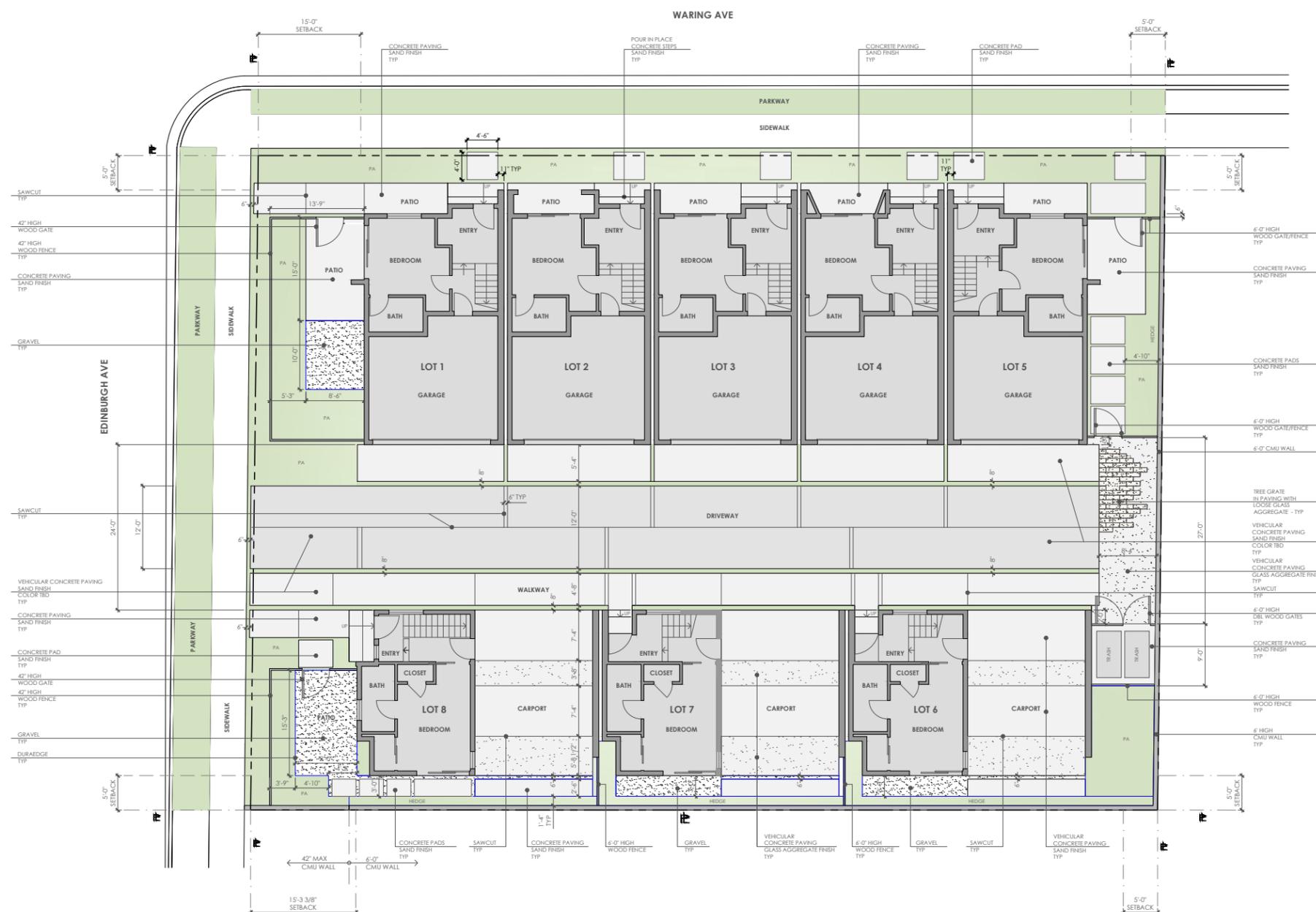
REVISION 03.23.2015
REVISION 03.27.2015
REVISION 03.31.2015

DATE : 03.31.2015
SCALE : AS SHOWN
DRAWN BY : ABG / AQ

CONCEPTUAL
PLANT IMAGES

L-0

PLANT CONCEPTS



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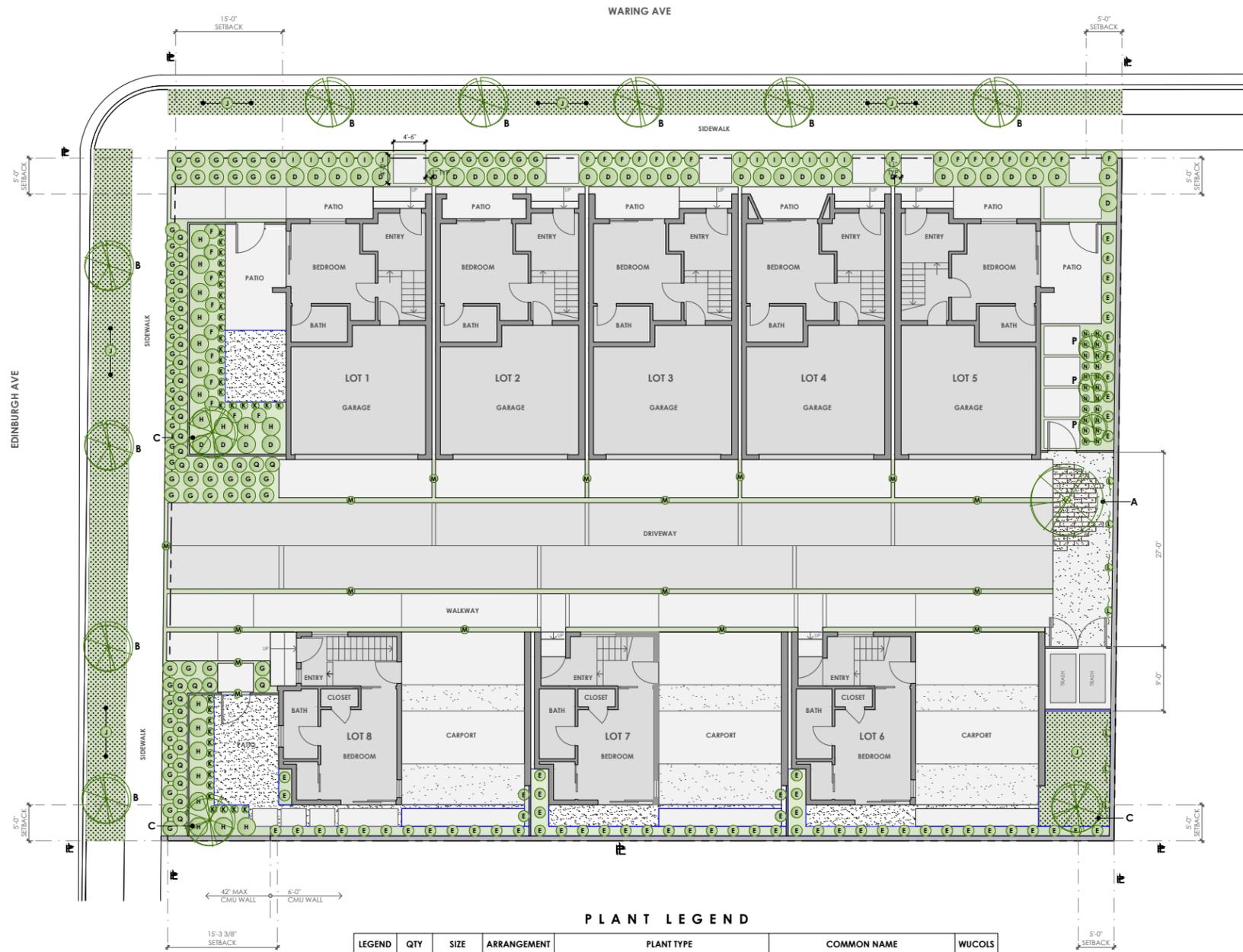
1632 aviation blvd
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HARDSCAPE PLAN
1/8" = 1'-0"



TREE PLANTING AND CARE INSTRUCTIONS

- DRAINAGE**
PREPARE THE HOLE A COUPLE OF DAYS PRIOR TO PLANTING. FILL THE HOLE WITH 12" OF WATER. THE WATER SHALL DRAIN OVERNIGHT. IF IT DOESN'T, YOU HAVE A DRAINAGE PROBLEM WHICH NEED TO BE CORRECTED WITH A FRENCH DRAIN OR SOME OTHER METHOD THAT TAKES EXCESS WATER DOWN AND AWAY FROM THE BOTTOM OF THE ROOT BALL.
- PLANTING**
THE HOLE SHALL BE 2" WIDER THAN THE BOX SIZE AND THE SAME DEPTH AS THE ROOT BALL. LEAVE THE BOTTOM FOR 48" BOX SIZES AND LARGER FOR STABILITY AND SAFETY. VERIFY THE TOP OF THE ROOT BALL IS EVEN OR SLIGHTLY HIGHER THAN THE SURROUNDING SOIL.
- SOIL PIPES**
48" BOX AND LARGER TREES SHALL HAVE FOR 4" PERFORATED PVC PIPES INSTALLED ON ALL FOUR SIDES TO THE BOTTOM OF THE ROOT BALL. FILL 3 PIPES WITH GRAVEL FOR DEEP FEEDING AND WATERING. USE THE FOURTH PIPE FOR CHECKING THE CONDITION OF THE ROOT BALL (100 MICH WATER OR TOO DRY). CAP ALL PIPES APPROXIMATELY 4" ABOVE SOIL LEVEL.
- WATERING BERM OR BASIN**
USE LEFT OVER SOIL MIX TO BUILD A SEVERAL INCH-HIGH CIRCULAR WATERING BERM AROUND THE ROOT BALL. MAKE SURE THE BERM OR BASIN IS NO LARGER THAN THE ROOT BALL. OTHERWISE WATERING MAY WET THE SOIL AROUND THE TREE, BUT NOT THE ROOTBALL.
- WATERING**
IT IS VERY IMPORTANT TO KEEP A NEWLY PLANTED TREE WATERED DURING THE FIRST 12 TO 18 MONTHS. WATER AS OFTEN AS NECESSARY TO KEEP THE ROOT BALL MOIST, BUT NOT SATURATED. THIS MAY MEAN WATERING EVERY 2 TO 3 DAYS AT FIRST, OR ONLY ONCE A WEEK, HOW YOU WATER WILL DEPEND ON THE WEATHER, HOW HOT OR DRY YOUR AREA IS, AND YOUR SOIL TYPE. BE ESPECIALLY CAREFUL TO KEEP THE TREES WATERED DURING SANTA ANA WINDS.
- FERTILIZING**
THE TREE SHOULD BE FED IN MARCH, JUNE AND SEPTEMBER WITH A SLOW RELEASE 20-5-5 FERTILIZER MIXED HALF-AND-HALF WITH BLOODMEAL.

PLANT LEGEND

LEGEND	QTY	SIZE	ARRANGEMENT	PLANT TYPE	COMMON NAME	WUCOLS
A	1	60" BOX	PER PLAN	OLEA EUROPAEA 'SWAN HILL'	SWAN HILL OLIVE	MED
B	9	36" BOX	PER PLAN	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	LOW
C	3	24" BOX	PER PLAN	ARCTOSTAPHYLOS MANZANITA 'DR.HURD'	DR. HURD MANZANITEA	LOW
D	36	5 GAL	PER PLAN	WESTRINGIA 'WYNYABBIE GEM'	COAST ROSEMARY	LOW
E	62	5 GAL	PER PLAN	SEMIARUNDINARIA FASTUOSA	TEMPLE BAMBOO	MED
F	27	1 GAL	PER PLAN	EUPHORBIA CHARACIAS 'BRUCE'S DWARF'	BRUCE'S DWARF EUPHORBIA	LOW
G	62	1 GAL	PER PLAN	STIPA TENUISSIMA	MEXICAN FEATHER GRASS	MED
H	19	5 GAL	PER PLAN	ASTELIA CHATHAMICA 'SILVER SPEAR'	SILVER SPEAR	LOW
I	13	5 GAL	PER PLAN	ALOE STRIATA	CORAL ALOE	LOW
J	600 SF	QT FLAT	PER PLAN	FESTUCA RUBRA	RED FESCUE	LOW
K	3	QT FLAT	PER PLAN	SEDUM MEXICANUM 'LEMON BALL'	LEMON BALL SEDUM	LOW
L	7	5 GAL	PER PLAN	PARTHENOCCISSUS TRICUSPIDATA 'VEITCHII'	BOSTON IVY	MED
M	TBD	DIRT FLAT	PER PLAN	DYMONDIA MARGARETAE	SILVER CARPET (BETWEEN CONC. PADS)	LOW
N	2	QT FLAT	PER PLAN	HERBS - ASSORTED	HERBS	LOW
P	3	24" BOX	PER PLAN	CITRUS MEYER LEMON (SEMI-DWARF)	LEMON	MED
Q	31	5 GAL	PER PLAN	ANIGOZANTHOS 'BIG RED'	RED KANGAROO PAW	MED

PLANTING NOTES:

- SOIL TO BE SAMPLED BY WALLACE LABS (310.615.0116)
- CONTRACTOR TO AMEND SOIL PER WALLACE LAB RECOMMENDATION
- LEAF POST MULCH ON SURFACE OF ALL P.A.'S. 2" MIN CAL BLEND (800.425.3631)
- DURA EDGE AT ALL P.A. EDGES WWW.JDRUSSELCO.COM (800.888.7425)
- AUTOMATED IRRIGATION SHALL BE PROVIDED FOR ALL THE LANDSCAPED AREAS



PLANTING PLAN
1/8" = 1'-0"

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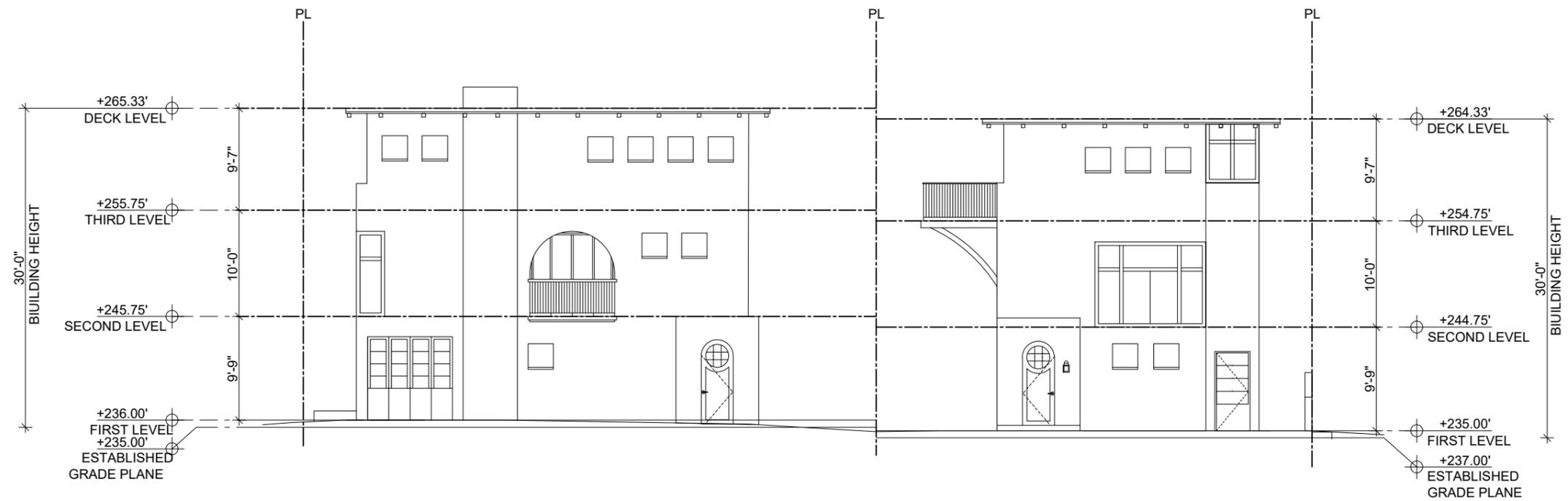
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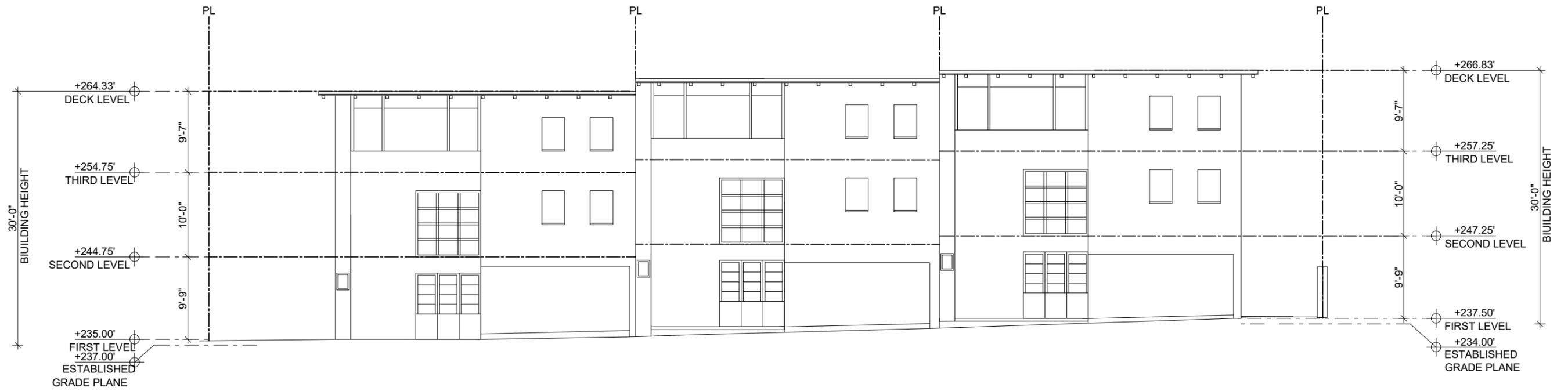
DATE : 03.31.2015
SCALE : AS SHOWN
DRAWN BY : ABG / AQ

L-2
PLANTING PLAN



WEST ELEVATION 4

1/8" = 1'-0"



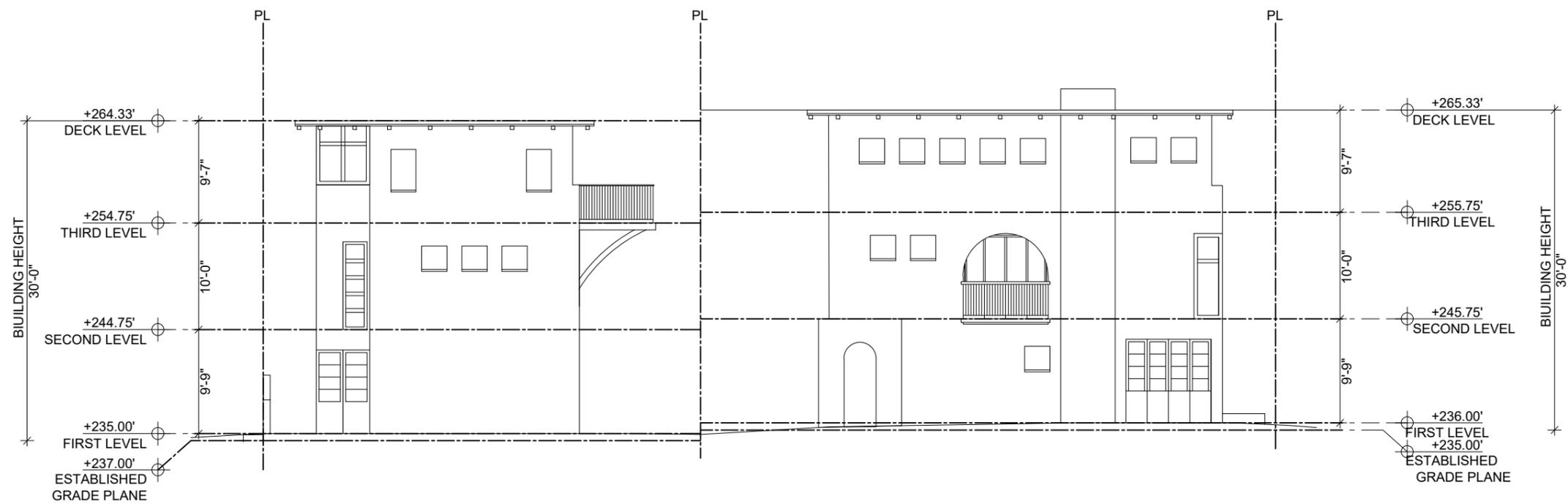
SOUTH ELEVATION 3

1/8" = 1'-0"



NORTH ELEVATION 2

1/8" = 1'-0"



EAST ELEVATION 1

1/8" = 1'-0"

Stephanie DeHerrera

Subject: FW: Edinburgh - final settlement
Attachments: FINAL Fully Executed Settlement Agreement .pdf

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Monday, August 26, 2019 3:51 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

See attached. Kristina will be at PLUM.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755
Fax (818) 907-8760

DENNIS R. LUNA
(1946-2016)

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From: Rob Glushon
Sent: Monday, August 26, 2019 12:37 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

I just sent corrected email as to by Tuesday.

Language as is.

Conservancy will support the agreement's efforts for preservation and not oppose Appeal or Modified Project.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950

Encino, California 91436

Telephone (818) 907-8755

Fax (818) 907-8760

DENNIS R. LUNA
(1946-2016)

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From: Elisa Paster <epaster@glaserweil.com>
Sent: Monday, August 26, 2019 12:35 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Rob,

I'm confused as to when you think we promised them today. My email below says we hope to have them Tuesday.

Does this also mean that your clients will sign as is and do not want language proposed below excluding the Conservancy?

Elisa

Elisa Paster | Partner
Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Monday, August 26, 2019 12:33 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

The updated elevations with consistent detail were promised today. When we receive, our clients will execute the Agreement.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755
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From: Elisa Paster <epaster@glaserweil.com>
Sent: Monday, August 26, 2019 12:30 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Rob,
As we mentioned below, we have provided you with what we have with regards to elevations. We've asked a drafter to provide more detail on the south and east, and our hope is to have them by Tuesday. The building height is limited to 30 feet and there is sufficient detail in those drawings to show your clients what the elevations will look like. There's no scenario where they could be taller or significantly different.

Elisa Paster | Partner
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Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Monday, August 26, 2019 12:26 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Do you have updated elevations?

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755
Fax (818) 907-8760

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From: Elisa Paster <epaster@glaserweil.com>
Sent: Friday, August 23, 2019 3:33 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Rob,

Attached is the executed agreement from our client.

We have provided you with what we have with regards to elevations. We've asked a drafter to provide more detail on the south and east, and our hope is to have them by Tuesday. The building height is limited to 30 feet and there is sufficient detail in those drawings to show your clients what the elevations will look like. There's no scenario where they could be taller or significantly different.

Per your request, please see the site plan.

Please send the agreement back with your clients' signatures.

Thank you.

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Friday, August 23, 2019 1:09 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Follow up email – as I now see the labeled elevations.

But why are east and south elevations different in detail than the north and west elevations? Also your east and south elevations state "Approx" while the other elevations do not.

Please revise the east and south elevations to be consistent in detail and form to the other elevations.

I am also attaching a corrected FINAL CLEAN version of Settlement Agreement to correct typos in Brian's email address and Heather's mailing address.

Robert L. Glushon, Esq.
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To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: RE: Edinburgh - final settlement

Can you send me the site plan?

Also the elevations on the Exhibit A you sent do not identify direction. Can you insert north, south, east and west please?

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
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From: Elisa Paster <epaster@glaserweil.com>
Sent: Friday, August 23, 2019 12:05 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: Re: Edinburgh - final settlement

Thank you, rob. This is acceptable and final.

Sent from my iPhone

On Aug 23, 2019, at 11:27 AM, Rob Glushon <rglushon@lunaglushon.com> wrote:

Elisa,

When I last spoke with Jeff yesterday, he asked that we resolve the language dispute regarding "Act of God" etc. by limiting to 8 units AND adding the not to exceed 40% language. I told him that was fine.

Your version does not reflect this.

After further review and thought, I have just deleted the entire provision since our client is ok with the limitation of 8 units and 40% language previously set forth. So in another words, if the existing improvements are destroyed regardless of reason, there is no right to a larger project.

I am still awaiting to hear back from clients on the proposed Exhibit A but please let me know if the FINAL CLEAN is good for execution.

Robert L. Glushon, Esq.
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From: Elisa Paster <epaster@glaserweil.com>
Sent: Thursday, August 22, 2019 6:07 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: Edinburgh - final settlement

Rob,

I'm glad we can reach this final agreement.

Please see attached clean and redline reflecting the conversations that have occurred today plus a few clean ups. Also attached is Exhibit A.

Will you please add in the address for notice for your clients (or send it to me and I'll send the final draft)? We understand this can be executed tomorrow.

Thanks.

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655

E-Mail: epaster@glaserweil.com | www.glaserweil.com

<Revised Settlement Agreement BLDG_Fox_Harris 8.23.19 RG redlined.pdf>

<FINAL CLEAN Settlement Agreement BLDG_Fox_Harris 8.23.19 .pdf>

From: [Elisa Paster](#)
To: [Stephanie DeHerrera](#)
Subject: FW: Edinburgh - final settlement
Date: Monday, August 26, 2019 9:21:26 AM
Attachments: [FINAL CLEAN Settlement Agreement BLDG Fox Harris 8.23.19 .pdf](#)
[Revised Settlement Agreement BLDG Fox Harris 8.23.19 RG.docx](#)

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
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Follow up email – as I now see the labeled elevations.

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Sent: Thursday, August 22, 2019 6:07 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Charuni Patibanda <cp@themcoskergroup.com> <cp@themcoskergroup.com>
Subject: Edinburgh - final settlement

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today plus a few clean ups. Also attached is Exhibit A.

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Thanks.

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655

E-Mail: epaster@glaserweil.com | www.glaserweil.com

<Revised Settlement Agreement BLDG_Fox_Harris 8.23.19 RG redlined.pdf>

<FINAL CLEAN Settlement Agreement BLDG_Fox_Harris 8.23.19 .pdf>

From: [Elisa Paster](#)
To: [Stephanie DeHerrera](#)
Subject: FW: Edinburgh
Date: Monday, August 26, 2019 9:21:59 AM
Attachments: [RG FURTHER Revised Settlement Agreement BLDG Fox Harris 8.22.19.docx](#)

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [mailto:rglushon@lunaglushon.com]
Sent: Thursday, August 22, 2019 11:21 AM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

Elisa,

First, thank you for your efforts to resolve the differences regarding language in the Settlement Agreement.

After further review with my clients, it appears that there are 3 remaining items in dispute:

1. Disclosure to Buyer – Act of God/Destruction

Since your position is based on the concern, however unfounded, about a potential windfall from a larger project, I have added language reiterating a limitation of 8 dwelling units.

2. Exhibit A – Elevations/Massing/Design

In ALL small lot subdivision cases, it is required that an applicant provide elevations, plot plans, etc when they file their applications. While it is true in most cases, such design elevations are not attached as exhibits to the determination approval letter, it is absolutely necessary here to show your “Modified Project” and so that what everyone sees is what they get. To be clear, there can be no settlement without your providing such conceptual elevations which were promised at the very first meeting at the Council Office when you said your architect was out of the country but could put something together when he got back. Never happened.

It is my understanding that the City Council Office also wants such conceptual elevations showing the "Modified Project" to be submitted to PLUM with your color rendering and made part of the City Council's approval.

3. Attorneys' Fees

As set forth in comment on the attached, our clients are asking the attorneys' fees be increased to [REDACTED] based on the extensive work done since they agreed to the [REDACTED] number. And there is more to do if we are to finalize an agreement and appear at PLUM and City Council.

I have made some additional edits to ensure implementation of what we have agreed on to be clear and enforceable regardless if ownership of the Property changes.

Please review and let me know if we can move forward.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755
Fax (818) 907-8760

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From: Elisa Paster <epaster@glaserweil.com>
Sent: Wednesday, August 21, 2019 4:51 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

Rob,

We have reviewed your draft from 11:46 am today.

1. We agree to remove any references to Edinburgh Neighbors.

2. We agree that the colors will substantial conform to what's on the drawings. We're using the words "substantial conform" in case the blue slightly deviates from the printed drawings. Our intent is to use all of those colors.

3. With regards to your request for a new non-opposition clause for our clients, we're disappointed that you added terms after 6 months of negotiation on a term sheet. We will continue to internally discuss this issue.

4. With regards to your request to move the trash, as I mentioned previously, the trash does not abut Brian's property.

5. So we're all on the same page, just a reminder that architectural drawings are not attached to any SLS proposal. Only the tract map is attached. Please see links to other SLS LODs.

<http://planning.lacity.org/pdiscaseinfo/CaseId/MTg0Njl40>;

<http://planning.lacity.org/pdiscaseinfo/CaseId/MjE0MjA20> We've worked hard on the redesign and the renderings that we've shown you, and are happy to attach them to the Settlement Agreement so that your clients may enforce that design. We will not be providing any other views.

6. With regards to the Acts of God language, we reached an agreement on the scope of this language on August 19th (see attached email). Our conversations with the Council office resulted in the agreement that a true Act of God, i.e. some type of weather event that under no one's control, would be the only event that would allow a subsequent buyer to have full developer rights. Under our agreement on the 19th, **any** other cause of destruction allows the subsequent buyer to build a the Preservation/Rehabilitation Project, which includes a 40% increase in residential floor area to what exists today. To answer your question, if a destruction were caused by arson (which is an intentional act), the buyer would still be entitled to build the 8 units + 40%, but would not be entitled to a windfall of a project with full development rights. We have discussed this with the council office and believe it is a reasonable compromise to this issue. We have very slightly altered the language from August 19th below to remove the word "flattened" per your request. See below:

"Disclosure to Buyer" shall be provided to any future Buyers and shall be recorded with the Los Angeles County Recorder immediately prior to the sale of the Property to a third party Buyer:

The Property is a designated Historic Cultural Monument in the City of Los Angeles and is subject to the provisions of the Los Angeles Municipal Code and Administrative Code. As required by law, no permit for any renovation, material alteration, demolition or construction at the Property (the "Construction") can be issued without first obtaining the approval of the Los Angeles City Cultural Heritage Commission after review by the City's Office of Historic Resources. Buyer shall agree to first consult with City Council District 5, or

any other City Council Office that represents the area of the Property, and provide plans for Construction. Buyer and its successors and assigns shall agree that any construction at the Property shall be for a “Preservation/Rehabilitation Project” and shall comply with the United States Secretary of Interior’s Standards as determined by the City’s Office of Historic Resources and Cultural Heritage Commission. For the purposes of this Agreement, a “Preservation/Rehabilitation Project” shall be one that consists of not more than eight units and has a total residential floor area that does not exceed forty percent more than the existing total residential floor area. Notwithstanding the above, after closing of a sale to a third party buyer, in the event of an Act of God, limited to, an earthquake, tornado, lightning strike, or hurricane, that ~~flattens~~ collapses all of the existing improvements on the Property, Buyer and its successors and assigns shall retain all rights for future new development of the Property subject to first obtaining the approval of the Los Angeles City Cultural Heritage Commission after review by the City’s Office of Historic Resources and the City Council Office. This “Disclosure to Buyer” shall run with the land for a period of twenty years and shall be binding on future owners of the Property.

Elisa Paster | Partner

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E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]

Sent: Wednesday, August 21, 2019 11:46 AM

To: Elisa Paster <epaster@glaserweil.com>

Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

Subject: RE: Edinburgh

Clients have just two comments on my further responses/comments/draft:

1. Brian is asking for the relocation of the existing trash containers away from the corner abutting his property. I have added such provision as subparagraph (i) under Owner’s obligations.
2. Brian/Heather have asked the Modified Project renderings to be attached as Exhibit include from the south and east and not just the north view on Waring. I don’t think we need added language – just added renderings to the Exhibit.

Robert L. Glushon, Esq.

Luna & Glushon

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From: Rob Glushon
Sent: Wednesday, August 21, 2019 10:53 AM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

Again in the interests of time, I am sending you the attached responses/comments/revisions concurrently with sending to clients.

I'm available to discuss before 1:30pm or after 4:00pm today.

Robert L. Glushon, Esq.
Luna & Glushon
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Encino, California 91436
Telephone (818) 907-8755
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From: Elisa Paster <epaster@glaserweil.com>
Sent: Wednesday, August 21, 2019 9:38 AM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

Rob,

Please find attached a markup of your last draft. We accepted all your changes and inserted only a few changes that are consistent with the term sheet and recent agreed upon language. In the spirit of cooperation, we have accepted some of your deviations from the term sheet, where reasonable. We hope your clients will agree to this draft.

In summary:

- We can add “Edinburgh Neighbors” as a party and to the releases, so long as we understand who they are. We want to know who we are releasing and who is releasing us.
- On Monday, the parties agreed on the “Disclosure to Buyer” language. Your draft modifies the agreed upon language. We cannot agree to your change. (1b2f)
- The draft includes a new non-opposition term that was never discussed in negotiations and not agreed upon in the term sheet. We cannot agree to this change. (1c2h)
- Multiple version of the terms sheet included language that Fox/Harris would not oppose discretionary and ministerial approvals for the Modified Project. We’ve inserted the agreed upon language to clarify the meaning of “Modified Project Approvals.” (1c2c)
- The draft includes a new term not previously discussed requiring a 24 hour cure period for imminent threat. We can generally agree to this concept so long as it is well defined. We’ve taken a stab at that. Since, despite our herculean efforts, vagrants get in to the property, we want to make sure that this clause only covers threats of death or serious injury.

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655

E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]

Sent: Tuesday, August 20, 2019 4:17 PM

To: Elisa Paster <epaster@glaserweil.com>

Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

Subject: RE: Edinburgh

In the interests of time, I am sending the attached back to you concurrently with providing to my clients for their review so must reserve the right to make further revisions.

If any of the revisions need to be further discussed, I can do so tomorrow morning.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755

Fax

(818) 907-8760

DENNIS R. LUNA
(1946-2016)

=====
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From: Elisa Paster <epaster@glaserweil.com>
Sent: Tuesday, August 20, 2019 3:20 PM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Charuni Patibanda (<cp@themcoskergroup.com>) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

Rob,

Please find attached the settlement agreement based on your form. We've inserted the terms from the terms sheet, as modified over the past days. I hope you'll agree that this draft reflects the parties hard work and discussions.

Please try to get back to us by tomorrow no later than noon.

Best,

Elisa

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Tuesday, August 20, 2019 1:18 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Charuni Patibanda (<cp@themcoskergroup.com>) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

I'm back in office.

Robert L. Glushon, Esq.
Luna & Glushon
16255 Ventura Boulevard, Suite 950
Encino, California 91436
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Fax (818) 907-8760

DENNIS R. LUNA
(1946-2016)

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From: Elisa Paster <epaster@glaserweil.com>
Sent: Tuesday, August 20, 2019 8:00 AM
To: Rob Glushon <rglushon@lunaglushon.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh

I'll work on it now.

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Tuesday, August 20, 2019 7:59 AM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: Re: Edinburgh

As both Kristina and I will be downtown this morning, and in the interests of time, you can do the first draft using the template i previously sent you with the agreed-upon terms if you can get me something by 4pm.

Robert L. Glushon

Luna & Glushon, A Professional Corporation

16255 Ventura Boulevard, Suite 950

Encino, California 91436

Direct Telephone: (818) 907-8759

Office Telephone: (818) 907-8755

Fax (818) 907-8760

From: Rob Glushon

Sent: Monday, August 19, 2019 8:16 PM

To: Elisa Paster <epaster@glaserweil.com>

Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

Subject: Re: Edinburgh

Settlement draft

Sent from my iPhone

> On Aug 19, 2019, at 7:56 PM, Elisa Paster <epaster@glaserweil.com> wrote:

>

> Yes, it's fine to attach landscape plan. As with any project, we will include substantial conformance language just in case they need to tweak a plant or two to accommodate the new design.

>

> Just to clarify, are you sending me a form or a draft of the entire settlement agreement? Please let me know, so we know if we need to work on an agreement or not.

>

>

>

> -----Original Message-----

> From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]

> Sent: Monday, August 19, 2019 7:33 PM

> To: Elisa Paster <epaster@glaserweil.com>

> Cc: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

> Subject: Re: Edinburgh

>

> I think we are there except that the landscape plan should be attached as an exhibit to the settlement agreement along with post new façade.

>

> I have long ago sent a template Sabel but rickrubin previously used in numerous similar cases with applicants' counsels.

>

> I can review and send you a specific proposed draft later tomorrow.

>

> Sent from my iPhone

>

>> On Aug 19, 2019, at 6:23 PM, Elisa Paster <epaster@glaserweil.com> wrote:

>>

>>

>> Hi Rob,

>>

>> Please find some tweaks to the Act of God language. We also increased the 30% deviation to

40%. We are also attaching a landscape plan, which will become part of the City's approval if the appeal is granted; we do not think there is a need to attach it to the settlement agreement. In addition, there are no proposed "roof decks" for the project.

>>

>> We would appreciate your timely response as notice has gone out for the PLUM hearing next week. We are confident that we can complete a settlement agreement before the 27th based on the template you sent us.

>>

>> Let us know if you have any questions.

>>

>> On Mon, Aug 19, 2019 at 12:54 PM Rob Glushon

<rglushon@lunaglushon.com<<mailto:rglushon@lunaglushon.com>>> wrote:

>> See attached which agrees/clarifies your requested revisions that we also have discussed with Council Office.

>>

>> Other issues to resolve:

>>

>>

>> 1. While my clients would prefer other more compatible, less modern façade design, they are prepared to accept your proposed façade as an exhibit to Settlement Agreement and to a City Council action provided that

>> a. The roof deck use is eliminated to protect surrounding residents and properties; and (b) A landscape plan with trees is to be provided prior to PLUM and also attached as an exhibit.

>>

>>

>> 1. Need to finalize language of the Settlement Agreement and have executed prior to PLUM.

>>

>>

>> Robert L. Glushon, Esq.

>> Luna & Glushon

>> 16255 Ventura Boulevard, Suite 950

>> Encino, California 91436

>> Telephone (818) 907-8755

>> Fax (818) 907-8760

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>>

>> Dennis R. Luna

>> (1946-2016)

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>>

>> From: Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>

>> Sent: Thursday, August 15, 2019 4:51 PM

>> To: Rob Glushon <rglushon@lunaglushon.com<<mailto:rglushon@lunaglushon.com>>>

>> Cc: Charuni Patibanda (<cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>

>> <cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>>; Jeffrey Ebenstein

>> <jeffrey.ebenstein@lacity.org<<mailto:jeffrey.ebenstein@lacity.org>>>

>> Subject: RE: Edinburgh

>>
>> Rob,
>>
>> Please see below redlined language, as has been discussed with the Council office, which provides revisions to the language you drafted.
>>
>> We hope that you agree this language provides a future buyer substantial flexibility to preserve and rehabilitate the property. It will allow for reasonable expansion, while ensuring future preservation. It also provides assurances to our client that selling at a significant loss will not result in a windfall to another buyer.
>>
>> We modified the force majeure language to cover earthquakes only after sale of the property. This is reasonable given the current state of the Property.
>>
>> We added recordation to ensure that all future buyers comply with the disclosure.
>>
>> Have your clients provided feedback regarding the renderings we sent?
>>
>> Best,
>>
>> Elisa
>>
>>
>>
>> From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
>> Sent: Tuesday, August 13, 2019 4:13 PM
>> To: Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>
>> Cc: Charuni Patibanda (cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>)<cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>>; Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org<<mailto:jeffrey.ebenstein@lacity.org>>>
>> Subject: Re: Edinburgh
>>
>> Council Office has spoken for itself.
>> My clients want a preservation project - not a demo and new larger project. And they want the preservation project now, not in 5 years.
>> I don't know what a 10% deviation means. More than a 10% deviation in setbacks, sq ft, etc does not create any windfall especially if there is no demolition and new project.
>> Also the City did NOT approve the environmental findings as proposed by the EIR.
>> Sent from my iPhone
>>
>> On Aug 13, 2019, at 3:46 PM, Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>> wrote:
>> I think it's best to let the Council Office speak for itself.
>>
>> We've provided flexibility. A 10% deviation.
>>
>> How do you suggest that full preservation be guaranteed if sold to another buyer? What if it's not developed until another Councilmember is in office?
>>
>> Your email makes it clear that your clients are not looking for full preservation. They are looking to sell the property at a highly discounted price to another developer who will have opportunity to build a larger project than exists today. That's a windfall.
>>

>> Elisa Paster | Partner
>> Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
>> Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
>> E-Mail: epaster@glaserweil.com<<mailto:epaster@glaserweil.com>> |
www.glaserweil.com<<http://www.glaserweil.com>>
>>
>> From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
>> Sent: Tuesday, August 13, 2019 3:35 PM
>> To: Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>; Charuni Patibanda (cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>)<cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>>
>> Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org<<mailto:jeffrey.ebenstein@lacity.org>>>
>> Subject: RE: Edinburgh
>>
>> I'll review with clients as well as preservation experts.
>>
>> But there is no "windfall" with a Preservation/Rehabilitation Project.
>>
>> To answer your question, our clients are not architects or developers. It's not what they want. It's a matter of providing flexibility. Without that, there is no realistic opportunity for a Buyer to do a preservation project.
>>
>> The Council Office approved my language that was sent to you. The reality is that they have to sign off on any preservation project as well as approvals from Historic Resources and Cultural Heritage. The Council Office has made it clear that they will not allow the kind of bigger project that you believe would create any kind of "windfall" to a future Buyer. But there must be flexibility to have any realistic chance for a viable preservation project.
>>
>> Your email makes it again very clear that you will not agree to a resolution without a poison pill by which you get all the benefits (our clients give up opposition and potential challenges with you getting smooth sailing approval of a City Council Appeal) but our clients do not have any realistic chance to get a preservation Buyer.
>>
>>
>> Robert L. Glushon, Esq.
>> Luna & Glushon
>> 16255 Ventura Boulevard, Suite 950
>> Encino, California 91436
>> Telephone (818) 907-8755
>> Fax (818) 907-8760
>>
>>
>> Dennis R. Luna
>> (1946-2016)
>>
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>>
>> From: Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>

>> Sent: Tuesday, August 13, 2019 3:22 PM
>> To: Rob Glushon <rglushon@lunaglushon.com<<mailto:rglushon@lunaglushon.com>>>; Charuni Patibanda (<cp@themcoskergroup.com<<mailto:cp@themcoskergroup.com>>>>
>> Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org<<mailto:jeffrey.ebenstein@lacity.org>>>; Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>
>> Subject: RE: Edinburgh
>>
>> Rob:
>>
>> Your language isn't consistent with the stated goal of your client – full preservation of the buildings. Specifically, it does not guarantee to preservation of the existing building in their current configuration and typology. As you know, and as OHR would advise, a preservation project that complies with the Secretary of Interior's Standards would allow a project much larger than exists today or would allow preservation of only a portion of the buildings. You've seen the EIR Alternatives that are consistent with the Secretary of Interior Standards (which alternatives were approved by the City).
>>
>> The concession that my client has made to selling as a loss is to accommodate your client's desire for full preservation. The language you suggest allows a significant windfall to occur and does not achieve full preservation.
>>
>> In addition, this disclosure does not run with the land and the first buyer could turn around and immediately sell to someone else who would ignore the disclosure. It's critical that it runs with the land.
>>
>> Pursuant to our conversations with the Council office, we've modified the disclosure language previously presented to you to allow for reasonable changes to the buildings – up to 10%. If you can tell us what it is that your clients want to do at the property that is not allowed by this language, that would be helpful, and we could solve for that request.
>>
>> We look forward to hearing back from your client about the renderings.
>>
>> Elisa
>>
>> Elisa Paster | Partner
>> Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
>> Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
>> E-Mail: epaster@glaserweil.com<<mailto:epaster@glaserweil.com>> | www.glaserweil.com<<http://www.glaserweil.com>>
>>
>> From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
>> Sent: Tuesday, August 13, 2019 11:42 AM
>> To: Charuni Patibanda <CPatibanda@sheppardmullin.com<<mailto:CPatibanda@sheppardmullin.com>>>; Elisa Paster <epaster@glaserweil.com<<mailto:epaster@glaserweil.com>>>
>> Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org<<mailto:jeffrey.ebenstein@lacity.org>>>
>> Subject: Edinburgh
>>
>> Char,
>>
>> Based on further input from the City Council Office (also cc here), attached is a redline revision of disclosure language which our clients are willing to accept.

>>
>> Although mindful that failure to reach agreement on the disclosure language makes review of other items unnecessary, just pointing out that we still don't have exhibits for a revised project that are acceptable to our side and the Council Office.

>>

>>

>>

>> Robert L. Glushon, Esq.
>> Luna & Glushon
>> 16255 Ventura Boulevard, Suite 950
>> Encino, California 91436
>> Telephone (818) 907-8755
>> Fax (818) 907-8760

>>

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>> Dennis R. Luna
>> (1946-2016)

>>

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>>

>>

>> <Edinburgh Landscape.pdf>
>> <Disclosure to Buyer RG Revisions 8.19.2019_GW Revisions 8.19.19.DOCX>

From: [Elisa Paster](#)
To: [Stephanie DeHerrera](#)
Subject: FW: Edinburgh
Date: Monday, August 26, 2019 9:35:58 AM

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Elisa Paster
Sent: Monday, August 26, 2019 9:25 AM
To: Charuni Patibanda (cp@themcoskergroup.com) <cp@themcoskergroup.com>
Subject: FW: Edinburgh

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]
Sent: Tuesday, June 25, 2019 11:50 AM
To: 'Charuni Patibanda' <CPatibanda@sheppardmullin.com>; Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>; Brian Jennings (jbrianharris@yahoo.com) <jbrianharris@yahoo.com>; Heather Fox (hfoxen@gmail.com) <hfoxen@gmail.com>
Subject: RE: Edinburgh

Brian is out of town and need to go over with him before I can respond.

Will do my best asap.

Robert L. Glushon, Esq.
Luna & Glushon, A Professional Corporation
16255 Ventura Boulevard, Suite 950
Encino, California 91436
Telephone (818) 907-8755
Fax (818) 907-8760

DENNIS R. LUNA
(1946-2016)

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From: Charuni Patibanda [<mailto:CPatibanda@sheppardmullin.com>]

Sent: Tuesday, June 25, 2019 11:45 AM

To: Rob Glushon <rglushon@lunaglushon.com>; Elisa Paster <epaster@glaserweil.com>

Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

Subject: RE: Edinburgh

Rob,

Thanks, yes we received the template and are ready to get starting in filling it in. I'm following up on your email sent on Friday where you said you'd get back to us on Monday (yesterday) with any comments to the latest language Elisa sent on Friday.

Thanks,

Char

Charuni P. Patibanda

+1 213-455-7620 | direct

CPatibanda@sheppardmullin.com | [Bio](#)

SheppardMullin

333 South Hope Street, 43rd Floor

Los Angeles, CA 90071-1422

+1 213-620-1780 | main

www.sheppardmullin.com | [LinkedIn](#) | [Twitter](#)

From: Rob Glushon <rglushon@lunaglushon.com>

Sent: Tuesday, June 25, 2019 11:39 AM

To: Charuni Patibanda <CPatibanda@sheppardmullin.com>; Elisa Paster <epaster@glaserweil.com>

Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>

Subject: RE: Edinburgh

Not sure what you mean.

The attached template was sent to Elisa last week at her request.

I believe our outstanding issue is your insistence for a deed restriction and your language that would interfere with a potential purchase. Conceptually we are in agreement on rehab/preserving the 8 existing bungalow units subject to required City approvals (Cultural Heritage, Historic Resources). We are not looking for a windfall profit to a buyer for different new project. But if the existing improvements were destroyed (e.g. earthquake, fire), then a Buyer is obviously going to need the flexibility under existing laws to develop the property. Again nobody looking for any profit windfall. But the deed restriction you're asking for is likely to preclude any sale to Buyer – a result that your side obviously prefers.

Robert L. Glushon, Esq.

Luna & Glushon, A Professional Corporation

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From: Charuni Patibanda [<mailto:CPatibanda@sheppardmullin.com>]
Sent: Tuesday, June 25, 2019 8:43 AM
To: Rob Glushon <rglushon@lunaglushon.com>; Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: Re: Edinburgh

Hi Rob,
I'm writing to follow up on the settlement terms. Can we begin with the full form agreement?

Thanks
Char

CPatibanda@sheppardmullin.com
213-455-7620

----- Original message -----

From: Rob Glushon <rglushon@lunaglushon.com>
Date: 6/21/19 2:06 PM (GMT-08:00)
To: Elisa Paster <epaster@glaserweil.com>, Charuni Patibanda <CPatibanda@sheppardmullin.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: Re: Edinburgh

Will review, discuss with clients and get back to you hopefully Monday.

Robert L. Glushon
Luna & Glushon, A Professional Corporation

16255 Ventura Boulevard, Suite 950

Encino, California 91436

Direct Telephone: (818) 907-8759

Office Telephone: (818) 907-8755

Fax (818) 907-8760

From: Elisa Paster <epaster@glaserweil.com>
Sent: Friday, June 21, 2019 1:45:11 PM
To: Rob Glushon; 'cpatibanda@sheppardmullin.com'
Cc: Jeffrey Ebenstein
Subject: FW: Edinburgh

Rob,

Based on our conversation today, below are proposed revisions to finalize the settlement terms.

Since you have invited us to reply to your term sheet and have included the Council office, we deem that a waiver of any confidentiality provisions that exist.

We understand that you agree that any future use of the property will consist of an 8 unit bungalow court with a substantially similar footprint, size, height, configuration, and FAR as exists today. We also understand that you are concerned about future building codes or zoning code compliance in the event of destruction.

- LAMC 12.23.A.5 allows reconstruction of non-conforming buildings if the value does not exceed 75% and if it exceeds 75%, has provisions for construction. Similarly, Section 16.03 allows for full reconstruction in the event of a declared emergency. Given these code sections, we propose the following language for the term sheet:
 - Sale of the property shall be subject to a deed restriction or covenant which limits any development on the Property (“Renovation Project”) for 40 years as follows:
 - A renovation of the existing buildings shall be (i) in accordance with the Secretary of Interior Standards as determined by the City of Los Angeles (Cultural Heritage Commission or Office of Historic Resources) and (ii) such renovation shall be limited to buildings with the same footprint, size, floor

area, height, unit count, style and configuration (“Development Standards”) as the existing improvements. No new structures with additional floor area shall be permitted.

- If future calamity to the buildings makes renovation infeasible, as determined by the Cultural Heritage Commission, then new construction (or a combination of existing buildings and new construction) shall be limited to buildings with identical Development Standards as the existing improvements. If the new construction/ renovation would not be permitted by either LAMC Section 12.23.A.5 or LAMC Section 16.05, then modifications approved by the City that substantially conform with the Development Restrictions shall be permitted.
- The above provisions shall also apply in the event of destruction of the existing improvements (“Destruction”) to the Property by fire, earthquake or other reasons during the 6 month period or within the period that Owner and a third party found by Harris/Fox are under contract for sale of the property.

Note, **deed restrictions as to design are common in this neighborhood**. Please see attached deed restriction from our Flores Property which include design restrictions on setbacks, structures and other items.

You have requested elevations and rendering for the building. We have provided to you reference images, a view from the corner of Waring and Edinburgh and a view from Edinburgh, though it is my understanding that you want additional information. Please see attached elevations, which are consistent with what was provided to City Planning for the application. They are drawn at a 1:40 scale. **If these are not sufficient, then please provide specific feedback on what other information you expect to be provided.**

We agree with all other terms. Please see notes regarding those terms:

- We agree to the purchase price. We are not asking for a revision of the financial terms. In fact, although the parties agreed in our last meeting at CD5 that the price would be based on a “no net loss” for Owner, in the spirit of getting this done, Owner is willing to agree to the \$4.7 million purchase price and 4.25% commission. **This would result in a loss of over \$350,000 to Owner.** Nonetheless, we will agree to it and trust that your extensive work was done in good faith.
- Agreement on all other changes. We agree to the other changes you requested, including payment of the requested attorneys’ fees after the City Council action, rather than waiting for a portion to be paid when the SOL is over. This puts us at risk since your clients could bring a lawsuit knowing that their fees have been paid, but we trust that they will not do so.

Best,

Elisa

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655

E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [<mailto:rglushon@lunaglushon.com>]

Sent: Friday, June 21, 2019 12:26 PM

To: 'cpatibanda@sheppardmullin.com' <cpatibanda@sheppardmullin.com>; Elisa Paster <epaster@glaserweil.com>

Subject: Edinburgh

Thank you both again for the call. In the interest of trying to get to the finish line, I am looping Jeff Ebenstein here.

While I look forward to reviewing your revised language for the issues we discussed this morning, it is essential that if we can agree on all other terms, that you provide us and the Council Office with elevations and a rendering of the Revised Project. With all due respect, as set forth on the attached, detailed elevations and renderings are required with any small lot subdivision vested tentative map. Even if not required, we have not ever nor will we ever agree to support a small lot subdivision without elevations, rendering that can be attached as an exhibit to the City approval determination. The architects we checked with all confirm that such elevations are part of a submittal of any small lot subdivision or other City Planning discretionary approval requests. Simply stated, a napkin sketch or rendering does not provide any objective standard that becomes an exhibit to the City file to ensure both the community and the Council Office that what we see (and accept) is what we get in the event of no sale.

Again, appreciate all of your efforts to move forward to achieve an agreement.

Robert L. Glushon, Esq.

Luna & Glushon, A Professional Corporation

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DENNIS R. LUNA

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From: [Elisa Paster](#)
To: [Stephanie DeHerrera](#)
Subject: FW: Edinburgh - Term Sheet
Date: Monday, August 26, 2019 9:26:07 AM

Elisa Paster | Partner

Century City Office: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7855 | Fax: 310.843.2655
E-Mail: epaster@glaserweil.com | www.glaserweil.com

From: Rob Glushon [mailto:rglushon@lunaglushon.com]
Sent: Wednesday, February 27, 2019 4:23 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Jeffrey Ebenstein <jeffrey.ebenstein@lacity.org>
Subject: RE: Edinburgh - Term Sheet

Elisa,

In connection with our further discussions tomorrow, please send me a copy of the signed Settlement Agreement between the Owner and the City of LA or the substantive terms of such settlement.

Robert L. Glushon, Esq.
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From: Rob Glushon
Sent: Wednesday, February 27, 2019 4:21 PM
To: Elisa Paster <epaster@glaserweil.com>
Subject: RE: Edinburgh - Term Sheet

See attached revised for further discussion tomorrow.

Robert L. Glushon, Esq.
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From: Rob Glushon
Sent: Wednesday, February 27, 2019 12:12 PM
To: Elisa Paster <epaster@glaserweil.com>
Cc: Kristina Kropp <kkropp@lunaglushon.com>
Subject: Re: Edinburgh - Term Sheet

Yes. Speaking to clients this afternoon.

Sent from my iPhone

On Feb 27, 2019, at 8:01 AM, Elisa Paster <epaster@glaserweil.com> wrote:

Rob-
Can I expect to hear a response from you regarding this term sheet before our meeting tomorrow?
Elisa

From: Elisa Paster
Sent: Monday, February 25, 2019 2:56 PM
To: Rob Glushon <rglushon@lunaglushon.com>; Kristina Kropp <kkropp@lunaglushon.com>
Subject: RE: Edinburgh - Term Sheet

Sorry. Use this version. Typo at end fixed.

Elisa Paster | Partner

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From: Elisa Paster

Sent: Monday, February 25, 2019 2:35 PM

To: 'Rob Glushon' <rglushon@lunaglushon.com>; Kristina Kropp
<kkropp@lunaglushon.com>

Subject: Edinburgh - Term Sheet

Rob & Kristina:

Attached, please find a term sheet memorializing the items we discussed at our meeting with CD 5 on Thursday. We believe we are accommodating all of your clients' requests. We look forward to hearing back from you.

Elisa