

LICENSE AGREEMENT

This License Agreement is made and entered into this 17th day of January 2020, by and between **Piazza Carmel, LLC** ("Licensor") and **Girl Scouts San Diego** ("Licensee").

RECITALS

- A. Licensor is the owner of that certain retail shopping center located at **3810-3890 Valley Centre Drive** in the city of **San Diego**, State of California, commonly referred to as **Piazza Carmel** and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein ("Center").
- B. Licensee desires to obtain from Licensor the right to temporarily use a portion of the Center **outside of Pavilions for Girl Scout Cookie Sales from 8:00 AM – 8:00 PM.**
- C. Licensor has retained NewMark Merrill Companies, Inc. ("Manager") as the Center's authorized Manager.
- D. Licensor agrees to grant a license to Licensee for the foregoing purpose in the License Area subject to the terms and provisions hereof.

NOW THEREFORE, in consideration of the foregoing covenants and conditions set forth herein both parties agree as follows:

1. GRANT OF LICENSE: Licensor hereby grants to Licensee a non-exclusive right to enter onto the Center for the sole purpose of **Girl Scout Cookie Sales** ("License Activity") in the License Area together with the right of ingress and egress across other portions of the Center in order to obtain access to the License Area. ("License"). Licensee will obtain Licensor's consent prior to using any other portion of the Center. If Licensor consents to Licensee's use of any such additional area, such area shall be included within the meaning of License Area as used herein. Licensee hereby agrees and acknowledges that Licensee shall not have the exclusive right to possession or use of the License Area or any other portion of the Center. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area or in any portion of the Center including, without limitation any claim of easement, express or implied, by virtue of this License Agreement or Licensee's occupancy or use of the License Area or Center.

2. COMPENSATION: Zero and 00/100 Dollars (\$0.00) due and payable on execution of this License Agreement ("License Fee"), at the address shown in Paragraph 8 below, or such other place as Licensor may designate in writing from time to time

3. USE: Licensee shall, during the Term (defined below), only have the right to hold the License Activity in the License Area, as approved by the Licensor and the City of San Diego. Licensee shall be responsible at Licensee's sole cost and expense to maintain the License Area in a clean and organized manner at all times, provide sufficient supervision and maintain adequate control of its employees, agents, or invitees. Licensee shall pay for any repairs resulting from its negligence or misuse or that of its agents, employees' contractors or invitees. Licensee shall be responsible for its own security for the License Activity and all of Licensee's personal property. Licensor shall not be responsible for securing the License Area or its contents and Licensee releases Licensor from any and all liability for damage, loss,

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theft and/or injury to Licensee's property, Licensee's employees, representatives, agents or contractors. Licensee acknowledges that the use of megaphones, audio equipment, flashing lights or any other appliance or apparatus which might tend to annoy the public or other merchants in the Center is strictly prohibited.

4. COMPLIANCE: Licensee represents that it has or will obtain all applicable licenses, permits, registrations, including sales, use and other state, county, or local tax permits required of any applicable governmental subdivision or agency with respect to the License Activity. Further, Licensee shall comply with all rules and regulations of the Center and all laws, ordinances, orders and regulations affecting the License Area.

5. TERM: The term of this License Agreement shall be for a period of thirty (30) days ("Term") commencing on Friday, February 7, 2020 and expiring on Sunday, March 8, 2020 ("Termination Date") and Licensee shall vacate the License Area in accordance with Paragraph 13 of this License Agreement no later than March 8, 2020. Any holding over thereafter without Licensor's written consent, which consent may be withheld in Licensor's sole and absolute discretion, shall result in Licensee being liable to Licensor for actual damages in an amount equal to amount of damages; provided, however, the foregoing shall not be a limitation on the rights or remedies of Licensor at law or in equity, which are hereby expressly reserved.

6. UTILITIES: Licensee shall arrange for the temporary installation and pay for all water, power electricity, telephone or other service metered, chargeable or provided to the License Area.

7. CONSTRUCTION AND ALTERATIONS: Licensee shall not erect any buildings or structures upon the License Area or the Center without the prior written consent of Licensor. Further, Licensee shall not make any alterations to the License Area, including, without limitation, installing any signage, without Licensor's prior written consent. If Licensor gives its consent, Licensor may first post notices in accordance with applicable law and Licensee shall secure all appropriate governmental approvals and permits. Licensee shall pay all costs for such alterations, construction or installations and shall keep the License Area free and clear of all mechanics' liens which may result from alterations, construction or installations by Licensee. Any such construction, improvements or installations made by Licensee shall be removed by Licensee upon the Termination Date or earlier termination of this License Agreement and Licensee shall pay to Licensor all damages proximately resulting from the removal of same.

8. NOTICES: Except as otherwise specifically provided herein, any notice required or desired to be given under this License Agreement shall be in writing and shall be effective the earlier of: (i) upon receipt, delivered in person or by overnight delivery, or (ii) three (3) days after deposit in United States certified mail, postage prepaid and return receipt requested, addressed to the respective address of the parties set forth below, or to such other address as the receiving party shall designate in writing pursuant to this Paragraph 8:

If to Licensee:

Girl Scouts San Diego
1231 Upas Street
San Diego, CA 92103
Attention: Mindy Guevara
Phone: 619-610-0825

Licensee Initials MG
Licensor Initials LD

If to Licensor:

Piazza Carmel, LLC
c/o NewMark Merrill Companies, Inc.
5850 Canoga Avenue, Suite 650
Woodland Hills, CA 91367
Attention: Regional Property Manager
Phone: 818-710-6100

With a Copy to:

NMC South, LLC
427 College Boulevard, Suite K
Oceanside, CA 92057
Attention: Regional Property Manager
Phone: 760-630-8247

9. INDEMNITY:

(a) Licensee hereby agrees to indemnify and hold Licensor, the Manager, vendors, contractors, agents, beneficiaries, members and officers ("Licensor Parties") harmless from and against any and all liabilities, damages, losses, demands, claims, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, penalties, fines, judgments, actions, causes of action and lawsuits (herein collectively "Liabilities"), which Licensor may suffer or incur arising out of, in connection with or resulting from this License Agreement, including, but not limited to, Licensee's and Licensee's employees, representatives, agents, customers and clients ("Licensee Parties") failure to observe or comply with any laws ordinances, orders and regulations, the conduct of Licensee's business, any activity, work or other things done, permitted or suffered by Licensee or the Licensee Parties in or about the License Area or other portions of the Center, Licensee's use of the License Area or any portion of the Center, or the breach or default of any of Licensee's obligations under this License Agreement. Licensee further agrees that in case of any one or more liabilities, threatened or actual, arising against Licensor, Licensee shall, upon notice from Licensor, defend Licensor at Licensee's sole cost and expense by counsel satisfactory to Licensor. Licensee's indemnification shall not include an indemnification for liability to the extent arising from the willful misconduct or active gross negligence of Licensor. Licensor shall not be liable to Licensee or the Licensee Parties for any negligence, act or omission of any occupant of the Center or any owner or occupant of any property that is not owned by Licensor and/or that is adjoining the Center.

(b) Licensee, as a material part of the consideration to Licensor for this License Agreement, hereby (i) assumes all risk of damage to property or injury to or death of persons, in, upon or about the License Area or the Center from any cause, including, but not limited to, fire, explosion, steam, gas, electricity, dampness, water or rain, and Licensee hereby waives any and all claims with respect thereof against Licensor and the Licensor Parties; and (ii) agrees that Licensor and the Licensor Parties shall not be liable for interference with the light or other incorporeal hereditaments, loss of business or profits of Licensee, damage to property entrusted to Licensor or the Licensor Parties, or for loss of or damage to any property, by theft or otherwise (including without limitation, all perils associated with the License Area, and Licensee waives all claims against Licensor for damage to persons or property arising or resulting from any cause whatsoever, except to the extent arising from the willful misconduct or active gross negligence of Licensor or Licensor's Parties. Licensor and the Licensor Parties shall not be liable for any latent or patent defects in the Center.

Licensee Initials MB
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(c) For purposes of this License Agreement, "claims" means any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred).

(d) This indemnification extends to and includes, without limitation, claims for:

- a. Injury to any persons (including death at any time resulting from that injury);
- b. Loss of, injury or damage to, or destruction of property or the Center (including all loss of use resulting from that loss, injury, damage, or destruction); and
- c. All economic losses and consequential or resulting damage of any kind.

(e) Except as provided in this Paragraph 9, the indemnification shall apply regardless of the active or passive negligence of Licensor Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on Licensor Parties. The indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim against Licensor was proximately caused by the willful misconduct of Licensor.

(f) The indemnification provided in this Paragraph 9 may not be construed or interpreted as in any way restricting, limiting, or modifying Licensee's insurance or other obligations and is independent of Licensee's insurance and other obligations. Licensee's compliance with the insurance requirements and other obligations shall not in any way restrict, limit or modify Licensee's indemnification obligations.

(g) Licensee's duty to defend Licensor Parties is separate and independent of Licensee's duty to indemnify Licensor Parties. The duty to defend includes claims for which Licensor Parties may be liable without fault or strict liability. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Licensee Parties have been determined. The duty to defend applies immediately, regardless of whether Licensor Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims.

10. INSURANCE:

(a) At all times during the Term, Licensee shall, at Licensee's sole cost and expense, procure and maintain in full force and effect commercial or comprehensive general liability insurance covering death or injury to one or more persons and damage to property, and also covering the performance by Licensee of the indemnity provisions of this License Agreement, in the minimum amounts of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, including contractual liability insurance specifically insuring the indemnifying portions of this Agreement, naming Licensor and Manager as additional insureds. At all times during the Term, Licensee shall, at Licensee's sole cost and expense, procure and maintain in full force and effect (1) Umbrella Liability Insurance in the amount of \$3,000,000 excess over the primary Comprehensive Liability Insurance of \$1,000,000 with a form endorsement naming Licensor and Manager as additional named insureds; (2) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of \$1,000,000; (3) Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles against personal injury, death and property damage with a combined single limit of not less than \$1,000,000 per occurrence, naming Licensor and Manager as additional

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named insureds; and (4) fire and extended coverage insurance (including vandalism, malicious mischief and sprinkler leakage) and such other insurance coverage as Licensor shall reasonably require, on all vehicles, personal property and equipment in, upon or about the License Area, at their full replacement cost. All of Licensee's insurance policies shall (i) be issued by insurance companies acceptable to Licensor authorized to do business in the state in which the Center is located, and having a rating of not less than A/VIII in the current Best's Insurance Guide; (ii) be in a form satisfactory to Licensor; (iii) be non-contributing with, and apply only as primary and not as excess to, any other insurance available to Licensor or Licensor's lender(s); (iv) not be invalidated with respect to the interests of Licensor or any of Licensor's lender(s) by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; and (v) name Licensor the Manager and at Licensor's option, Licensor's lender(s) as additional insured(s), and certificate(s) indicating such coverage issued by the insurer(s) shall be delivered to Licensor and Licensor's lender(s), if applicable, prior to Licensor's delivery of the License Area to Licensor and renewal certificate(s) shall be delivered to Licensor and Licensor's lender(s), if applicable, at least thirty (30) days prior to the expiration of such policy or policies. Such certificates of insurance shall require thirty (30) days' prior written notice to Licensor and Licensor's lender(s), if applicable, before the policy or policies can be terminated or coverage reduced for any reason. Licensee's failure to provide evidence of such coverage to Licensor may, in Licensor's sole discretion, constitute a default under this License Agreement. Additionally, if Licensee fails to maintain such insurance, Licensor may, at Licensee's cost, cause to be placed and kept in force such insurance in Licensee's name. In no event shall the insurance required to be maintained under this Paragraph 10, be deemed to limit Licensee's liability under this License Agreement.

(b) Licensor shall not do, bring or keep anything in or about the License Area that will cause the cancellation of or an increase in the cost of any insurance covering any portions of the Center.

(c) Licensor and Licensee release each other, and their respective shareholders, directors, officers, partners, joint venture partners, members, agents, employees, contractors and representatives, from any and all claims for damage to any buildings or improvements within the Center that are caused by or result from risks to the extent insured against under any property insurance policies carried by either party pursuant to any provision of this License Agreement to the extent of the proceeds from such policies. Such release does not apply to any deductible, any claims not required to be insured hereunder or any claims in excess of the insurance coverage required under this provision or the insurance coverage actually in effect, whichever is greater. Licensee shall cause each property insurance policy obtained by it pertaining to the Licensee Area to provide that the insurer waives all right to recover by way of subrogation against Licensor and the Licensor Parties in connection with any loss covered thereby.

11. HAZARDOUS MATERIAL: Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials or substances or materials now or subsequently found to have an adverse effect on the environment or the health or safety of persons (collectively, "Hazardous Materials"). Without limitation, the term "Hazardous Materials" shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq., any applicable state or local laws, and the regulations adopted under those acts. Licensee shall not allow the storage or use of Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, and Licensee shall not bring or allow to be brought into the Center any such Hazardous Materials. Licensor's approval shall not be required for ordinary cleaning products which are not regulated by governmental authorities and are used in the ordinary course of Licensee's business. If Licensee or the Licensee's Parties cause any Hazardous Materials contamination of the License Area or other portions of the Center, Licensee

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Licensor Initials MB

shall, at its sole cost and expense, remove such Hazardous Materials and remediate the License Area and other affected portions(s) of the Center in Laws and in a manner reasonably satisfactory to Licensor. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Licensee to Licensor upon demand as additional rent if such requirement applies to the License Area. In addition, Licensee shall execute affidavits, representations and the like from time to time at Licensor's request concerning Licensee's best knowledge and belief regarding the presence of Hazardous Materials on the License Area. In all events, Licensee shall indemnify, defend and hold Licensor and the Licensor Parties harmless from and against any and all liabilities, costs, expenses, claims, actions, causes or action, judgments, damages, penalties, fines or losses (including, without limitation, diminution in value of the Center, damages arising from any adverse impact on marketing of space in any portions of the Center, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) occurring while Licensee is in possession of the License Area, or elsewhere if caused by Licensee, the Licensee Parties or persons acting under Licensee. The within covenants shall survive the expiration or earlier termination of the term of this License Agreement.

12. ATTORNEY'S FEES: In the event legal action becomes necessary to enforce any of the provisions hereof, including the right to recover possession of the License Area, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

13. TERMINATION: Notwithstanding anything to the contrary contained herein, if Licensee (i) fails to perform any of its obligations hereunder or (ii) vacates the License Area for a period of more than two (2) days, Licensor may, at its option, terminate this License Agreement by delivery of written notice to Licensee as provided herein. Upon termination of the License, Licensee shall (i) vacate the License Area upon the Termination Date and restore the License Area to its original condition and repair any damage to the area caused by Licensee is at its sole cost and expense; and (ii) immediately remove all of its property from the License Area. Licensor may retain or dispose of in any manner any of Licensee's personal property which is not so removed.

14. DEFAULT; REMEDIES: If Licensee fails to perform any of its obligations hereunder, Licensor, in addition to the right to terminate this License Agreement, may pursue any other remedies at law or in equity

15. REPORTING: Intentionally omitted.

16. SUCCESSORS AND ASSIGNS: This Licensee Agreement is personal to the Licensee and any attempt to assign this License Agreement shall immediately terminate this Licensee Agreement.

17. LIMITATION OF LICENSOR'S LIABILITY: Redress for any claim against Licensor under this License Agreement shall be limited to and enforceable only against and to the extent of Licensor's interest in the Center. The obligations of Licensor under this License Agreement are not intended to be and shall not be personally binding on, not shall any resort be had to the private properties of, any of its investment managers trustees, directors, officers, partners, beneficiaries, members stockholders, employees, or agents, and in no case shall Licensor be liable to Licensee hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

18. MISCELLANEOUS.

Licensee Initials *MB*
Licensor Initials *W*

(a) No waiver of any provision of this License Agreement shall constitute a waiver of any other provision of this License Agreement, nor shall any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this License Agreement shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this License Agreement by the same Party.

(b) This License Agreement contains the entire agreement between the parties concerning the License, and no other terms, conditions, promises, undertakings, statements or representations, express or implied relating to the License, but not contained in this License Agreement, shall have any force or effect.

(c) Time is expressly declared to be of the essence of this License Agreement.

(d) This License Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

(e) This License Agreement shall be interpreted and construed in accordance with the laws of the state in which the Center is located without reference to the conflicts of law provisions of such state.

(f) This License Agreement may be amended, altered or supplemented only by an instrument in writing signed by both parties hereto.

(g) All of the exhibits attached to this License Agreement are incorporated herein as a part hereof.

(h) None of the terms or provisions of this License Agreement shall be deemed to create a partnership or any relationship of trust or fiduciary relationship between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(i) The language in all parts of this License Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. If any term or provision of this License Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE TO FOLLOW]

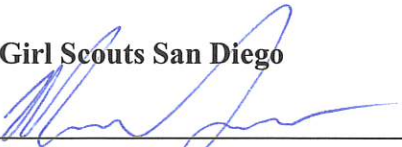
IN WITNESS WHEREOF, the parties have executed the License Agreement as of the day and year stated above.

LICENSOR: **Piazza Carmel, LLC**



By: NewMark Merrill Companies, Inc.,
as agent for Licensor

LICENSEE: **Girl Scouts San Diego**



By: Mindy Guevara,
its Product Program Specialist

Phone: 619-610-0825

Notice Address: 1231 Upas Street, San Diego, CA 92103

EXHIBIT "A"


PIAZZA CARMEL
Located at the Northwest corner of
Valley Centre Drive & Carmel Creek Road
San Diego, California



Licensee Initials mf
Licensor Initials to