

EXHIBIT "A"
LICENSE AREA



EVENT LICENSE AGREEMENT

THIS EVENT LICENSE AGREEMENT (this "License") is dated effective as of this day of November 7, 2019 by and between AAT GATEWAY MARKETPLACE, LLC, a Delaware limited liability company (hereinafter referred to as "Owner"), and GIRL SCOUTS, SAN DIEGO-IMPERIAL COUNCIL, INC., a California corporation (hereinafter referred to as "Licensee"), and is based on the following facts:

A. Owner is the owner of certain real property commonly referred to as Gateway Marketplace located at 40 North 4th Avenue in Chula Vista, California 91910 (the "Project").

B. Licensee desires to use a portion of the Project for the purpose of conducting Girl Scout cookie sales (each, an "Event") from February 7, 2020 through and including March 8, 2020 (each, an "Event Date"), commencing at 8:00 AM and ending at 8:00 PM on each Event Date (the start time of an Event being the "Start Time" for such Event and the end time being the "End Time" for such Event). In the event Licensee shall utilize the License Area (as defined below) and/or the Project for any other purpose or activity which is not expressly authorized by this License, this License and all Licensee's rights hereunder shall be terminated immediately without prior notice, and Licensee shall be held liable for all damages, costs and liability at law and in equity arising from its use of the License Area and/or the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Licensee hereby agree as follows:

1. **License**. Owner hereby grants to Licensee the non-exclusive right to conduct an Event on each Event Date during the specific times designated on Recital "B", above, at the area expressly marked or described as the "License Area" on EXHIBIT "A" attached hereto and made a part hereof, as Recital "B" may be amended and replaced by Owner in its sole discretion with prior notice to Licensee. If Licensee desires to change an Event Date, Start Time, or End Time, Licensee shall request such change from Owner in writing, including any change to the foregoing, at least thirty (30) days prior to the Event Date. Upon receipt of such written request, Owner may grant or withhold its consent to any requested change in its sole discretion. This License is subject to the rights, obligations and restrictions contained herein, including:

1.1. This License is a private right, is not intended for public use and is personal to Licensee.

1.2. Licensee shall at all times, at its own cost and expense, comply with (i) all laws, rules, orders, summons, decrees, regulations, statutes, covenants, conditions, restrictions and ordinances, now in effect or in effect in the future (collectively, "Laws"), of any state, local or federal governmental or administrative body or agency (collectively, "Governmental Authority") having jurisdiction over the Project or over Licensee's use of the License Area and (ii) all rules and regulations of Owner.

1.3. Any fees and/or related costs for permits and/or licenses or compliance with Laws required by any Governmental Authority in respect to the use of the License Area as herein described shall be the sole obligation and expense of Licensee.

1.4. Licensee shall at all times keep the License Area in a clean and sanitary condition (i) satisfactory to Owner and (ii) in compliance with any and all health codes and regulations (also deemed a “Law” herein) imposed by a Governmental Authority.

1.5. Licensee shall confine activities in the License Area strictly to those necessary for the use of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of the License Area and the Project, obstructing access (including fire, ambulance and police emergency access) thereto, interfering with the transactions of Owner, tenants of the Project and such tenants’ invitees, and the convenience of the public, or jeopardizing the safety of persons or the Project, risking any damage to the Project or any property thereon or causing justifiable public criticism.

2. Limitations. Licensee acknowledges and agrees that:

2.1. Licensee shall not record this instrument.

2.2. Licensee shall not assign or subgrant this License or any interest herein to any other party; any attempt to do so is void, and, in such event, Owner may elect to immediately terminate this License (without any prior notice).

2.3. This License is consensual and subject to the limitations set forth herein. At no time may Licensee or any party claiming under or through it claim any interest in the License Area adverse to the interest of Owner. Any attempt to do so is void and, in such event, Owner may elect to terminate this License (without prior notice).

2.4. This License is subject to all Laws.

2.5. This License creates only a licensor-licensee relationship between the parties. Under no circumstances shall this License, or Licensee’s use of the Project, be deemed to create or infer any other relationship, obligations or rights between the parties, including, without limitation, that of landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

2.6. This License is subject and subordinate to the lien of any mortgage now affecting the Project and to the lien of any extension, modification or refinancing of said mortgage (any such mortgage, as the same may be extended, modified or refinanced is called the “Mortgage”) with either the same lender or any subsidiary, parent or affiliate of such lender (such holder being called the “Mortgagee”). The foregoing provisions of subordination shall be self-operative and no further instrument of subordination shall be required. However, Licensee shall, at the request of either Owner or the Mortgagee promptly execute, acknowledge and deliver an agreement confirming such subordination on the form of Subordination Agreement customarily used by the Mortgagee.

3. Fees. Licensee shall not be required to pay any fees during the term of this License except as otherwise provided herein.

4. Term and Termination. Except as otherwise set forth herein:

4.1. With respect to each Event, the term of this License shall begin at the Start Time and expire at the End Time on the applicable Event Date. Following the End Time of any Event Date, Licensee shall have no rights on a going forward basis to use the License Area

for the purposes set forth herein and Licensee shall be deemed to have waived any rights it may have had in the past to use the License Area until the next Event Date. Either Owner or Licensee may terminate this License up to 5 days prior to any Event Date for any reason whatsoever, with or without cause.

4.2. On each Event Date, immediately following the applicable End Time, Licensee shall promptly remove any and all of its personal property located in the License Area. Owner shall be entitled to remove and either store or dispose of any personal property remaining in the License Area subsequent to any Event and charge Licensee for all actual costs incurred, including a management fee equal to 10% of such costs.

5. Insurance. Licensee shall, at its sole cost and expense, provide commercial general liability insurance, fully covering and indemnifying Owner, American Assets Trust, Inc., American Assets Trust, L.P., Owner's agent American Assets Trust Management, LLC, and the officers, directors, members, shareholders, partners, principals, employees, agents, representatives and other related entities and individuals, of each of them (collectively, the "Owner Parties"), as additional insureds, against any and all claims arising from, personal injury, death, bodily injury, property damage occurring in or about the License Area or violation of a Law by Licensee or its agents. The initial limits of such insurance shall be at least \$3,000,000 per occurrence and \$4,000,000 aggregate (this requirement can be met with the combination of Primary and Excess Liability policies). In the event that Licensee is distributing, serving and/or selling alcoholic beverages, the requirement of liquor liability and/or dram shop liability insurance shall be required with a limit of no less than \$2,000,000 covering any claims arising from bodily injury, property damage or death. Licensee also, shall, at its sole cost and expense, obtain automobile liability insurance for any auto including all owned autos, scheduled autos, hired autos and non-owned autos such as will relieve the Owner Parties of all liability for any and all accidents that may arise on or about, or in conjunction with, the License Area. The initial limits of such insurance shall be at least \$1,000,000 combined single limit for bodily injury and property damage. Licensee also, shall, at its sole cost and expense, obtain workers' compensation insurance in an amount not less than the statutory amounts in the state in which the Project is located and employer's liability insurance of at least \$1,000,000 bodily injury by disease – policy limit, \$1,000,000 bodily injury by disease – each employee and \$1,000,000 bodily injury by accident – each accident for the protection of its employees such as will relieve the Owner Parties of all liability to such employees for any and all accidents that may arise on or about, or in conjunction with, the License Area. All insurance required to be carried by Licensee shall be primary and noncontributory to any insurance carried by the Owner Parties regardless of the absence of negligence or other fault of Licensee or its agents for alleged injury, death and/or property damage. Each policy of insurance required to be carried by Licensee hereunder shall: (a) contain cross-liability and contractual liability endorsements, (b) provide that no cancellation or reduction in coverage shall be effective until 30 days after written notice to Owner Parties and Mortgagee, if any, (c) be issued by an insurer authorized in the state in which the Project is located, rated A-X or better by AM Best, and reasonably approved by Owner, but the amount of such insurance shall not limit Licensee's liability, nor relieve Licensee of any obligation hereunder, and (d) waiver of subrogation in favor of Owner Parties. Within 5 days of the execution of this License, Licensee shall deliver a certificate evidencing all such insurance to Owner including separate additional insured endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or company equivalent form(s), scheduling the Owner Parties as additional insured, and failure to do so shall automatically terminate this License. Licensee shall, at least 30 days prior to the expiration of each required policy of insurance, furnish Owner with a renewal of or "binder" extending such policy. Licensee shall promptly, upon request,

deliver to Owner copies of such policy or policies or certificates evidencing the existence and amounts of such insurance together with evidence of payment of premiums.

6. Indemnification and Hold Harmless. Licensee hereby covenants and agrees to indemnify, defend, save and hold the Owner Parties harmless from any and all liabilities (including without limitation statutory liability and liability under worker's compensation laws), losses, costs, charges, penalties, fines, obligations, expenses, attorneys' fees, litigation, judgments, arbitration awards, damages, claims, demands of any kind whatsoever in connection with, arising out of or related to (i) any actual or alleged violation of any Law by Licensee, or Licensee's partners, agents, employees, customers, invitees, contractors and subcontractors (each, a "Licensee Party," and collectively, "Licensee Parties"), (ii) any violation of this License by Licensee or any Licensee Party and/or (iii) any injury, death or damage (however occurring) to any person or persons (including without limitation the Owner Parties or any Licensee Party) or personal property or the Property from any cause or causes whatsoever while in, upon, about or in any way connected with the License Area, or any part thereof, or the use thereof, during the term of this License. NEITHER OWNER NOR OWNER PARTIES SHALL BE LIABLE TO LICENSEE OR ANY LICENSEE PARTY FOR ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR THE DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY OR INCONVENIENCE (A "LOSS") CAUSED BY CASUALTY, THEFT, FIRE, THIRD PARTIES, OR ANY OTHER MATTER (INCLUDING LOSSES ARISING THROUGH REPAIR OR ALTERATION OF ANY PART OF THE PROJECT, OR FAILURE TO MAKE REPAIRS, OR FROM ANY OTHER CAUSE), **REGARDLESS OF WHETHER THE NEGLIGENCE (ACTIVE OR PASSIVE) OF ANY PARTY (INCLUDING OWNER AND THE OWNER PARTIES) CAUSED SUCH LOSS IN WHOLE OR IN PART.** Licensee's obligations under this Paragraph 6 shall survive the expiration or earlier termination of this License.

7. Nuisance/Improvements. Licensee shall not be entitled to construct permanent or temporary improvements at the License Area and the Project, nor shall Licensee be entitled to leave personal property in the License Area and the Project. The License Area shall be left in a clean and orderly condition subsequent to Licensee's use thereof. Licensee shall not create a nuisance at the License Area or the Project or disturb tenants or occupants as a result of its use, and Licensee shall not allow any waste, damage or destruction to occur on the License Area or the Project. Any damage caused by Licensee or Licensee Parties shall be repaired by Licensee at its sole cost and expense to a reasonably clean and unobstructed condition. Neither Owner nor the Owner Parties shall be responsible for any damage or theft to personal property of Licensee. Notwithstanding the foregoing, if Licensee, with Owner's prior written consent, in its sole and absolute discretion, constructs any permanent or temporary improvements at the License Area and/or the Project requiring the use of a contractor (hereinafter "Contractor"), such Contractor shall (a) be approved by Owner, in its sole and absolute discretion, (b) be subject to Owner's rules and regulations governing contractors at the Project, and (c) prior to commencing any construction, pay to Owner a \$3,000 refundable construction deposit; provided, however, that any monetary loss and/or physical damage to any portion of the License Area and/or Project, to the extent not paid to Owner via Contractor's liability insurance, shall be deducted from said construction deposit; and Licensee shall indemnify Owner for any losses or injury to person or property in excess of said deposit.

8. Attorney Fees. In the event of any legal action or proceeding between the parties arising out of the terms of this License, the prevailing party in such action or proceeding shall be entitled to recover from the other party its costs and expenses, including reasonable attorneys' and other professional fees and costs and post-judgment collection costs, incurred therein.

9. Amendment/Assignment. This document may be amended only by a written document signed by both parties. Licensee shall not be entitled to assign this License to any party without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion.

10. Notices. Any notice or demand that may be given pursuant to the provisions of this License shall be in writing and personally served on the other party hereto, to the address listed below, (or on its successors, legal representatives, heirs and assigns) by personal delivery, overnight courier or by first class mail, postage prepaid to the then current address of the addressee. Said delivery shall be deemed complete upon personal delivery, 1 business day after deposit with an overnight courier or after 3 business days after deposit in first class mail. Upon the inception of this License, the respective addresses for purposes hereof are at the end of this License. Either party (or any successor(s) to said party) may change the address from time to time by giving written notice thereof in compliance with this Paragraph 10.

11. No Interpretation Against Drafter. Each party recognizes that this License is a legally binding contract and acknowledges that it, he or she has had the opportunity to review in its entirety and consult with legal counsel of their choice. In any construction of the terms of this License, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

12. Entire Agreement. This License contains the entire agreement of the parties and may not be amended except by a writing signed by both parties hereto (or by all of the respective successors, legal representatives, heirs and assigns of a party whose interest herein has been conveyed or otherwise transferred).

13. Electronic Signature. This License may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall constitute one and the same instrument. The parties consent to the use of electronic signatures on this License and any amendments hereto. The parties agree that any electronic signatures appearing on this License and any amendments hereto are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed document shall, for all purposes of this License and applicable law, be deemed to be "written" or "in writing," to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

14. Miscellaneous. This License shall be governed by and construed in accordance with the laws of the state in which the Project is located. For purposes of venue and jurisdiction, this License shall be deemed made and to be performed in the City of San Diego, California (whether or not the Project is located in San Diego, California). This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Each provision of this License shall be valid and enforceable to the fullest extent permitted by law. If any provision of this License or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this License. Subject to any restriction on transferability contained in this License, this License shall be binding upon and shall inure to the benefit of the successors-in-interest and permitted

assigns of each party to this License. Nothing in this paragraph shall create any rights enforceable by any person not a party to this License, except for the rights of the successors-in-interest and permitted assigns of each party to this License, unless such rights are expressly granted in this License to other specifically identified persons. The headings of the paragraphs of this License have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this License, or be used in any manner in the interpretation of this License. Time and strict and punctual performance are of the essence with respect to each provision of this License.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned parties acknowledge and agree to the terms of this License effective as of the date first written above.

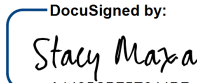
OWNER:

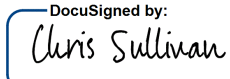
LICENSEE:

AAT GATEWAY MARKETPLACE, LLC,
a Delaware limited liability company

GIRL SCOUTS, SAN DIEGO-IMPERIAL
COUNCIL, INC.,
a California corporation

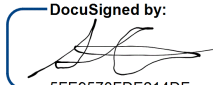
By: American Assets Trust Management,
LLC, a Delaware limited liability
company, as Agent

By: 
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By: 
89C68EA080C74BD...
Chris Sullivan
V.P. of Retail Properties

Stacy Maxa
Chief Financial & Administrative off

Dated: November 5, 2019

By: 
5FE9570FDE214DF...
Shaun Albrektsen
Property Manager
November 5, 2019
Dated: _____

OWNER ADDRESS:

LICENSEE ADDRESS:

AAT Gateway Marketplace, LLC
c/o American Assets Trust Management, LLC
11455 El Camino Real, Suite 200
San Diego, CA 92130
Attention: Property Management

Girl Scouts, San Diego-Imperial Council, Inc.
1231 Upas Street
San Diego, CA 92103



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Marsh & McLennan Agency LLC; CONTACT NAME: Dawn Walter; INSURER(S): Scottsdale Indemnity Company, National Casualty Company; INSURED: Girl Scouts San Diego Imperial Council, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE; Sale of Girl Scouts Cookies 2/07/20 - 3/08/20. Carmel Country Plaza, LP, American Assets Trust, Inc., American Assets Trust LP and American Assets Trust Management, LLC, Pacific Carmel Mountain Holdings LP, Carmel Mountain Pad, LLC, AAT Gateway Marketplace, LLC, Pacific Solana Beach Holdings, LP, SBTC Holdings, LLC and Southbay Marketplace Holdings, LLC are named as additional insured.

CERTIFICATE HOLDER: American Assets Trust Management, LLC; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Dawn Walter

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

American Assets Trust, Inc.	SBTC Holdings, LLC
American Assets Trust LP	Southbay Marketplace Holdings, LLC
American Assets Trust Management, LLC	
Carmel Country Plaza, LP	
Pacific Carmel Mountain Holdings, LP	
Carmel Mountain Pad, LLC	
AAT Gateway Marketplace, LLC	
Pacific Solana Beach Holdings, LP	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

INSURED: Girl Scouts San Diego Imperial Council,

POLICY #: KKI23868800

POLICY PERIOD: 01/01/2020

TO 01/01/2021

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

where required by written contract or agreement executed
prior to loss (except where not permitted by law)

American Assets Trust, Inc.

Pacific Solana Beach Holdings, LP

American Assets Trust, LP

SBTC Holdings, LLC

American Assets Trust Management, LLC

Carmel Country Mountain Holdings, LP

AAT Gateway Marketplace, LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.