

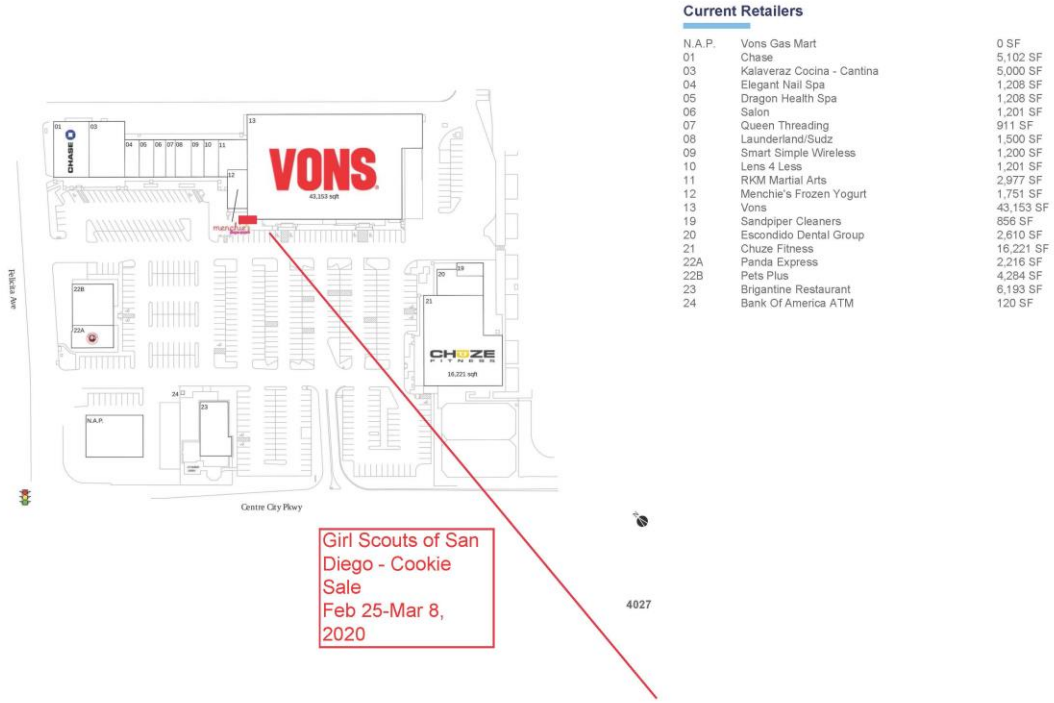
EXHIBIT A
LICENSED AREA

Felicita Plaza

San Diego-Chula Vista-Carlsbad, CA

33.1029, -117.0735

329-421 West Felicita Avenue & South Cen | Escondido, CA 92025



Current Retailers

N.A.P.	Vons Gas Mart	0 SF
01	Chase	5,102 SF
03	Kalaveraz Cocina - Cantina	5,000 SF
04	Elegant Nail Spa	1,208 SF
05	Dragon Health Spa	1,208 SF
06	Salon	1,201 SF
07	Queen Threading	911 SF
08	Laundertand/Sudz	1,500 SF
09	Smart Simple Wireless	1,200 SF
10	Lens 4 Less	1,201 SF
11	RKM Martial Arts	2,977 SF
12	Menchie's Frozen Yogurt	1,751 SF
13	Vons	43,153 SF
19	Sandpiper Cleaners	856 SF
20	Escondido Dental Group	2,810 SF
21	Chuze Fitness	16,221 SF
22A	Panda Express	2,216 SF
22B	Pets Plus	4,284 SF
23	Brigantine Restaurant	6,193 SF
24	Bank Of America ATM	120 SF

BRIXMOR

April Pascasio (858) 202-1118 | april.pascasio@brixmor.com | BRIXMOR.com

NOT TO SCALE

The foregoing site plan is attached to show the approximate location of the Licensed Area and general layout of the Shopping Center. Unless otherwise expressly set forth this Agreement, Licensor makes no representation or warranty that the Shopping Center will be exactly as depicted herein or that the occupants shown will remain in occupancy during the Term. The Shopping Center excludes the parcel(s) of land shown as "N.A.P", which are owned and/or controlled by a party (or parties) other than the Licensor.



Cookie Booth Authorization

Dates: Friday, Feb. 7-Sunday, March 8, 2020

Girl Scout volunteer information:

Service unit name: Escondido 642

Phone: 760-522-0296

Volunteer name: Sherry Bauer

Email: pnutma@cox.net

Store contact information:

Manager/business owner's name: Tyler Beattie

Store name: Vons

Phone: 760 743 8860

Address: 351 West Felicita Ave

Email: 52344c90@safeway.com

City/Zip code: Escondido, CA 92025

Cookie Booth Shifts:

All days and times approved (Feb. 7-March 8; 8 a.m.-8 p.m.)

-Or- choose approved days and times:

Approved days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Approved shifts:

- Afternoons only
- Mornings only
- All Day

2hr shifts

- 8-10 a.m.
- 10-Noon
- Noon-2 p.m.
- 2-4 p.m.
- 4-6 p.m.
- 6-8 p.m.

3hr shifts

- 9-11 a.m.
- 11-1 p.m.
- 1-3 p.m.
- 3-5 p.m.
- 5-7 p.m.
- 8-11 a.m.
- 11-2 p.m.
- 2-5 p.m.
- 5-8 p.m.

Other shifts not listed: —

I confirm that the location is open during these times.

Property management:

Does Property Management company need to provide additional approval? No Yes

Company: Brixmor Property Group

Contact: _____ Phone/email: _____

Insurance:

Girl Scouts San Diego will issue a certificate of liability insurance for your location. Please indicate necessary verbiage, if any:

—

Special requests:

Girl Scouts will be the only soliciting organization during these times: No Yes

Are there any known security concerns? Please specify: —

Set-up instructions, check all that apply:

- Outside only
- Inside okay
- Ask manager for set-up instructions
- One door only
- Both doors okay
- Pop-ups okay

Manager/owner's signature: [Signature] Date: 9/30/19

Return this form to:

Girl Scouts San Diego, Attn: Product Program
Address: 1231 Upas Street, San Diego, CA 92103
Fax: 619-481-3504 Phone: 619-610-0825 Email: cookies@sdgirlscouts.org



Council-white copy
Service unit-yellow copy
Business-pink copy
MG:mg PSC-002 7/19/2019

COMMON AREA SHORT TERM LICENSE AGREEMENT**I. BASIC TERMS AND DEFINITIONS:**

Effective Date:	<u>2/27/2020</u>
Licensor:	California Property Owner I, LLC, a Delaware limited liability company
Licensee:	Girl Scouts San Diego
Shopping Center:	Felicita Plaza - 329-421 West Felicita Avenue & South Cen, Escondido, CA 92025
Licensed Area:	The portion of the Common Area of the Shopping Center shown on <u>Exhibit A</u> attached hereto, identified as Unit <u>PRK</u> of the Shopping Center
Term:	The period beginning on the Commencement Date and expiring on the Termination Date or earlier termination of this Agreement.
Commencement Date:	02/25/2020
Rent Commencement Date:	2/25/20
Termination Date:	03/08/2020
Permitted Use:	Table selling girl scout cookies
Permitted Trade Name:	Girl Scouts of San Diego
License Fee:	<input checked="" type="checkbox"/> \$200 paid in full upon execution; OR <input type="checkbox"/> \$_____ payable <input type="checkbox"/> per month or <input type="checkbox"/> per week during the Term.
Percentage Rent:	<input type="checkbox"/> 0% of Gross Sales above the Natural Breakpoint (see Ex. C)
Security Deposit:	\$ 0
Address for Payments:	Brixmor Property Group Attn: Christine Ricciardi 1 Fayette St., Suite 150 Conshohocken, PA 19428
Licensor Notice Address:	Brixmor Property Group Attn: Christine Ricciardi 1 Fayette St., Suite 150 Conshohocken, PA 19428 Email: Christine.ricciardi@brixmor.com Phone: 610-834-7799
Licensee Notice Address:	Mindy Guevara 1231 Upas Street San Diego, CA Email: mguevara@sdgirlscouts.org Phone: <u>Phone: 619-610-0749</u>

II. TERMS AND CONDITIONS.

THIS SHORT TERM LICENSE AGREEMENT (this “**Agreement**”) is made as of the Effective Date by and between the Licensor and Licensee identified above, on the following terms and conditions, and incorporating the Basic Terms and Definition set forth in Article I above (the “**Basic Terms**”):

1. **Grant of License.** Licensor hereby grants to Licensee, subject to the terms and conditions of this Agreement, the right and license (the “**License**”) to access and use the Licensed Area, during the Term, for the Permitted Use, and for no other purpose.

2. **Licensed Area.**

2.1. **Delivery of the Licensed Area.** Licensor shall permit access to the Licensed Area beginning on the Commencement Date. Licensor has no obligation to make any improvements to the Licensed Area in preparation for Licensee’s use. Any set-up or breakdown shall be the responsibility of Licensee, and shall occur only during the Term, unless otherwise consented to by Licensor in writing. By taking possession of the Licensed Area, Licensee shall be deemed to have inspected the Licensed Area and accepted the Licensed Area “AS IS” with no representation or warranty of any kind by Licensor.

2.2. **Common Areas.** The Licensed Area is part of the common area of the Shopping Center. Licensee shall have the non-exclusive right to use the common areas of the Shopping Center for ingress and egress and any other purpose for which they were designed. Licensor may from time to time change the size, location, nature and use of any of any such common areas.

2.3. **Relocation the Licensed Area.** Licensor shall have the right to relocate the Licensed Area at any time, to any location within the Shopping Center, upon twenty-four (24) hours’ notice to Licensee (a “**Relocation Notice**”).

2.4. **Surrender of the Licensed Area.** Upon the expiration or earlier termination of this Agreement, Licensee will vacate the Licensed Area and remove all of its property from the Licensed Area and repair any damage caused by such removal (the “**Surrender Obligations**”). All property of Licensee not removed by the last day of the Term shall be deemed abandoned and may be removed or retained by Licensor without compensation to Licensee, but Licensee shall remain liable for any costs of such removal incurred by Licensor.

2.5. **Utilities.** If required for Licensee’s use, Licensor shall arrange for certain utilities, including electricity and water, to the Licensed Area. All utility charges are included in the License Fee.

3. **Fees and Expenses.**

3.1. **License Fees.**

(a) If the Basic Terms require the License Fees to be pre-paid, then Licensee shall pay the full amount of the License Fee when Licensee executes and returns this Agreement to the Licensor.

(b) If the Basic Terms require the License Fees to be paid monthly or weekly each a “**Payment Period**”), then the License Fee for the first Payment Period shall be paid by Licensee upon execution of this Agreement and shall be prorated for any partial Payment Period; and thereafter during the Term, each payment of the License Fee shall be payable in advance, at least five (5) days prior to the commencement of the applicable Payment Period.

(c) If the Basic Terms require the payment of Percentage Rent, then following the Rent Commencement Date, Licensee shall pay Percentage Rent in accordance with the terms and conditions of Exhibit C attached hereto.

3.2. Payment of Fees. The License Fee and all other sums of money or charges payable pursuant to this Agreement are collectively referred to herein as the “Fees.” Any Fees not paid when due shall bear interest from the date due until the date paid at the annual rate of the lesser of the highest rate permitted under applicable law or eighteen percent (18%). The Licensee shall pay all Fees, without demand, set off, claim, counterclaim or other deduction of any kind whatsoever, to Licensor by certified check, money order, cashier’s check, or in currency of the United States of America, to the Address for Payments set forth in the Basic Terms, or such other address as Licensor may designate from time to time.

3.3. Security Deposit. Licensee has deposited the Security Deposit as security for the performance of all of Licensee’s obligations under this Agreement. In the event of a default by Licensee, Licensor may, in addition to any other right or remedy available to Licensor, use, apply, or retain any or all of the Security Deposit to pay any unpaid Fees or any other cost or expense resulting from the Licensee’s default. If any portion of the Security Deposit is used or applied by Licensor during the Term, Licensee shall, upon five (5) days’ written demand, deposit with Licensor an amount sufficient to restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Licensee within thirty (30) days following the expiration of the Term and compliance with the Surrender Obligations and all other terms of this Agreement.

4. Licensee Covenants and Responsibilities.

4.1. Use. Licensee only may use the Licensed Area for the Permitted Use, and under the Permitted Trade Name, and for no other purpose and under no other trade name.

4.2. Maintenance. Licensee shall maintain the Licensed Area, and all equipment and other items therein, in clean, neat and safe condition, and in good repair (and free of snow and ice, if applicable), at Licensee’s sole cost and expense.

4.3. Alterations. Licensee shall not construct, install or make any alterations or improvements of any kind in the Licensed Area.

4.4. Signage. Licensee shall not install or utilize any signage in or around the Licensed Area without first obtaining Licensor’s prior written consent, which Licensor may withhold in its sole discretion. Any exterior and interior signage must conform to Licensor’s sign criteria and shall be professionally made at Licensee’s expense. Licensee shall comply with all visual merchandising standards of Licensor.

4.5. Trash Disposal. Licensee shall store all trash in an adequate, sanitary, closed container, not visible to the public, within the Licensed Area, and shall dispose of such trash at least daily, using the trash receptacles approved or designated by Licensor. Licensee shall pay the cost of removal of garbage or refuse from the Licensed Area, and if Licensor shall provide or designate a service for picking up refuse and garbage, then Licensee shall use same at Licensee’s expense provided that such service is priced competitively.

4.6. Security. Licensee shall be responsible for its own security. Licensor shall not be liable for the security of any personal property (including, without limitation, Licensee’s displays, fixtures and/or merchandise) in the Licensed Area or elsewhere in the Shopping Center. Licensee shall bear all risk of loss or damage to any personal property of Licensee or at the Licensed Area or the Shopping Center.

4.7. Compliance with Law. Licensee shall conduct its activities in accordance with all applicable governmental laws and regulations (including, without limitation, all environmental laws); and shall secure all permits and licenses required by law.

4.8. Rules and Regulations. Licensee shall comply with Licensor's rules and regulations made available from time to time to Licensee by Licensor.

4.9. Use of Shopping Center Name. Licensee may use only the name of the Shopping Center and its address in its advertisements and other materials and shall not utilize any other Shopping Center information, including, without limitation, photographs or site plans.

5. Insurance and Indemnification.

5.1. Insurance Requirements. Licensee shall comply with the insurance requirements set forth on Exhibit B at all times during the Term.

5.2. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its principals, officers, members, partners, shareholders, directors, agents, employees, contractors, mortgagee(s), and affiliates, and their respective heirs, successors and assigns (each a "**Licensor Party**"), from and against all claims, actions, damages, liability and expense of every kind, including without limitation reasonable attorneys' fees and expenses, arising out of (a) Licensee's use, operation or maintenance of the Licensed Area or the Shopping Center; or (b) any acts, failures, omissions or negligence of Licensee, its agents, employees, contractors, invitees, sublicensees, and assigns (each a "**Licensee Party**"), unless the same is judicially determined pursuant to a final non-appealable judgment to have resulted solely and directly from the willful misconduct or gross negligence of the Licensor.

5.3. Limitation of Liability. No Licensor Party shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Licensed Area or any part of the Shopping Center, due to any cause. Licensee shall use and occupy the Licensed Area, and such other portions of the Shopping Center as Licensee is given the right to use, at Licensee's own risk. Licensee agrees that, in the event Licensee shall have any claim against Licensor under this Agreement, Licensee's sole recourse shall be against Licensor's interest in the Shopping Center for the satisfaction of any claim or judgment requiring the payment of money by Licensor, and no other assets of any Licensor Party shall be subject to any enforcement procedure for the satisfaction of any such claim or judgment. Licensee agrees that no Licensor Party shall be responsible for any lost profits or any consequential, special, incidental or punitive damages incurred or sustained by any Licensee Party in connection with Licensee's occupancy of the Licensed Area.

6. Default and Termination.

6.1. Events of Default. Any breach by Licensee of any covenant or obligation contained in this Agreement, or in any mortgage or other document encumbering the Shopping Center, or of any of the rules and regulations applicable to the Shopping Center, is an "**Event of Default**".

6.2. Licensor's Remedies. Upon the occurrence of an Event of Default that is not cured within after two (2) days written notice by Licensor to Licensee, Licensor may take any or all of the following actions:

- (a) Terminate this Agreement, in which case Licensee will immediately vacate the Licensed Area and comply with the Surrender Obligations;

- (b) Recover damages from Licensee including, without limitation, all Fees that would otherwise be due and payable by Licensee during the Term;
- (c) Perform Licensee's obligations at Licensee's expense, together with Licensor's administrative costs related thereto in an amount equal to twenty percent (20%) of the total cost of such items; and/or
- (d) Pursue any other remedy provided at law or in equity.

6.3. Exercise of Remedies. Licensee hereby grants to Licensor full and free right to enter into the Licensed Area, to take possession of the Licensed Area with or without process of law, and to expel and remove Licensee or any other person who may be occupying the Licensed Area or any part thereof. Licensee will reimburse Licensor for any and all costs and expense, including reasonable attorneys' fees, which Licensor incurs in connection with any default by Licensee and/or the enforcement of this Agreement. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity.

6.4. Termination. In addition, Licensor shall have the right to terminate this Agreement at any time, and for any reason (including, without limitation, due to casualty or condemnation) or for no reason, effective on the date which is twenty four (24) hours after written notice of election of such termination, in which case this Agreement and the License granted hereunder shall terminate as of such effective date, and Licensee shall vacate and surrender the Licensed Area and comply with the Surrender Obligations. In the event of termination, Licensor shall refund to Licensee the portion of any pre-paid Fees that applies to the balance of the unused Term.

7. Limitation on Transfers. Licensee may not assign, transfer, mortgage, or encumber this Agreement (or any direct or indirect interest herein), sublicense the Licensed Area, or otherwise allow any portion of the Licensed Area to be occupied or used by any other person or entity (whether by merger, consolidation, operation of law, transfer of direct or indirect ownership interests or otherwise) (each a "Transfer"), in each case, without the consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor reserves the right to assign this Agreement, and upon any such assignment, and Licensor shall be released of all liability and obligations arising under this Agreement.

8. Miscellaneous.

8.1. Not a Lease. This Agreement shall not be construed as granting to Licensee any leasehold or other real estate interest in the Licensed Area to Licensee. This Agreement merely grants Licensee the right to enter upon, occupy and use the Licensed Area during the Term in accordance with the terms and conditions hereof. Licensee agrees that this Agreement does not create or constitute a lease, sublease, assignment or easement.

8.2. Subordination. This Agreement is subject and subordinate in all respects to any mortgage or financing now or hereafter placed against the Shopping Center and any restrictions set forth in any documents which are currently or in the future recorded against the Shopping Center.

8.3. Notices. All notices to be given hereunder by either of the parties shall be in writing and shall be deemed duly served if addressed to the Licensor Notice Address or the Licensee Notice Address, as applicable and: (i) deposited with the United States Postal Service as certified mail, return receipt requested, with proper postage prepaid; or (ii) deposited with FedEx or other reliable overnight courier; (iii) or, for notices given to Licensee, delivered in person to any employee or agent of Licensee at the Licensed Area. Either party may change its notice address by notice to the other party. If service shall be made by certified mail, such

service shall be deemed completed as of the third day following the mailing of such notice in the manner aforesaid. If service shall be made by overnight courier, such service shall be deemed completed as of the next business day following the deposit with the overnight courier.

8.4. Broker. Licensee represents and warrants that Licensee has not dealt with any broker in connection with this Agreement, and Licensee agrees to indemnify Licensor against any liability arising from a breach of this representation and warranty, including reasonable attorneys' fees.

8.5. No Waiver. Failure of Licensor to insist upon the strict performance of any provisions of this Agreement or to exercise any option or any rule or regulation shall not be construed as a waiver for the future of any provisions, option, rule or regulation.

8.6. Restricted Parties. Licensee represents that neither Licensee, nor the principals, officers, partners, and/or members of Licensee: (i) are identified on any U.S. Government or other government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury, or (ii) are owned or controlled by or acting on behalf of a party on any such list.

8.7. Entire Agreement; Severability; Amendment; Successors; Time of Essence. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. This Agreement may be modified only in a writing signed by Licensor and Licensee. The covenants and conditions herein contained shall inure to and bind the respective heirs, permitted successors, executors, administrators and assigns of the parties hereto, and the terms "Licensor" and "Licensee" shall include the successors and assigns of either such party, whether immediate or remote, except as otherwise specifically set forth in this Agreement to the contrary. Time is of the essence of this Agreement and of all provisions hereof.

8.8. Governing Law; Venue. This Agreement shall be governed by and construed pursuant to the laws of the State in which the Shopping Center is located. Licensor and Licensee consent to the jurisdiction and venue of the applicable state and federal courts located in the County and State in which the Shopping Center is located. Licensee hereby waives the right to a jury trial in connection with any lawsuit arising from this Agreement.

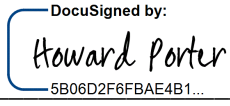
8.9. Counterparts. This Agreement shall become effective only upon execution and legal delivery by both Licensor and Licensee. However, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. This Agreement may be executed as PDF originals and each copy of this Agreement bearing the PDF transmitted signature of any party's authorized representative shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Short Term License Agreement as of the Effective Date.

LICENSOR:

California Property Owner I, LLC,
a Delaware limited liability company

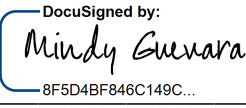
By:  _____
5B06D2F6FBAE4B1...

Name: Howard Porter

Title: Senior Vice President

LICENSEE:

Girl Scouts of San Diego
d/b/a Girl Scouts of San Diego

By:  _____
8F5D4BF846C149C...

Mindy Guevara

Name: _____

Title: Product Program Specialist

EXHIBIT B

INSURANCE REQUIREMENTS

1. **Required Coverages.** Licensee shall, from and after the Commencement Date (or such earlier date as it occupies or utilizes the Licensed Area) and at all times during the Term, at its sole cost and expense, carry and maintain the insurance coverages designated below (“**Licensee’s Insurance**”) with respect to the Licensed Area:

- Property Insurance:** Fire and extended coverage insurance insuring its fixtures, inventory, furniture and equipment of Licensee in the Licensed Area for the full replacement value thereof with the broadest possible coverage (“all risk” form), insuring against all risks of direct physical loss.
- Liability Insurance:** Commercial general liability coverage for the benefit of Licensor and Licensee with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
- Workmen’s Compensation Insurance:** Workmen’s compensation insurance insuring against and satisfying the workmen’s compensation laws of the State in which the Shopping Center is located.
- Automobile Liability Insurance:** Comprehensive Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) covering bodily injury, including personal injury resulting therefrom, and property damage.
- Additional Required Coverage:** _____

2. **Insurance Requirements.** All insurance policies required to be carried by Licensee shall comply with the following requirements:

- (a) Licensee’s Insurance shall be issued by an insurance company authorized to do business in the State in which the Shopping Center is located and having a Best’s Insurance Guide rating of at least A:X.
- (b) Licensee’s Insurance (other than any policy of workmen’s compensation insurance) will name Licensor and such other persons or firms as Licensor specifies from time to time as additional insured.
- (c) Certificates of insurance policies and, upon Licensor’s request, copies of such insurance policies will be delivered to Licensor prior to the date that Licensor delivers the Licensed Area to Licensor, and at any date the prior policy expires or Licensor requests same.
- (d) Licensee’s Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Licensor.
- (e) All public liability property damage, liability and casualty policies maintained by Licensee shall be written as primary policies, not contributing with and not supplemental to coverage that Licensor may carry.

- (f) Licensee shall cause its insurance carrier to issue appropriate endorsements to its fire and extended coverage policies of insurance carried in connection with the Licensed Area or the contents of the Licensed Area, which endorsements waive such insurer's subrogation rights under such policies against Licensor.
- (g) Licensee's Insurance shall not be subject to any deductible or self-insured retention.

3. Waiver of Subrogation. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Agreement, Licensee hereby waives any and all rights of recovery against Licensor (and against the occupants of other space in the Shopping Center) and against Licensor Parties, for loss of or damage to Shopping Center insured under any valid and collectible insurance policy in force at the time of such loss or damage, to the extent of any recovery collected under such insurance policy. Licensee, from time to time, shall cause its insurer to issue appropriate endorsements to all policies of insurance carried in connection with the Shopping Center or the Licensed Area or the contents of the Licensed Area, which endorsements waive such insurer's subrogation rights under such policies against the Licensor.

EXHIBIT C

PERCENTAGE RENT

If the Basic Terms require the payment of Percentage Rent, then the following provisions shall apply:

1. Gross Sales Reports. Within 15 days after the end of each month during the Term, Licensee shall deliver to Licensor a report of Licensee's Gross Sales for the preceding month. In addition, by February 1st of each year during the Term, Licensee shall deliver to Licensor a report of Licensee's Gross Sales for the preceding calendar year, certified to be true and accurate by either, at Licensee's option, a certified public accountant or a financial officer of Licensee. The term "**Gross Sales**" means the sum of all sales of goods, services, and all other income and receipts whatsoever of all business conducted in or from the Licensed Area (whether made for cash, on credit, or otherwise), and shall include such sales and services: (i) where the orders originate at the Licensed Area, but delivery or performance thereof is made elsewhere; (ii) where the orders are made by mail, telephone, facsimile, from a website, email, or other like means and filled from the inventory located at the Licensed Area; (iii) are made by means of an kiosk, computer terminal, merchandise or other vending devices in the Licensed Area; and/or (iv) achieved as a result of transactions originating from whatever source that Licensee in the ordinary course of business would credit or attribute to its business at the Licensed Area. Licensee either shall upload Licensee's Gross Sales Reports to Licensor's Online Tenant/Licensee Portal or send by U.S. mail (or nationally recognized delivery service) to: Sales Audit Department, Brixmor Property Group, One Fayette Street, Suite 150, Conshohocken, PA 19428. Licensee shall include the name of the Licensee and the Shopping Center in all submissions by mail. Said reports shall be in a form and substance reasonably acceptable to Licensor. If Licensee fails to provide any Gross Sales report when due, then Licensee shall incur a late fee of \$150.00 per month per report until such report is received by Licensor. The provisions of this section shall survive the expiration or sooner termination of this Agreement.

2. Payment of Percentage Rent. Licensee shall also pay for the Licensed Area, without any set-off, deduction and/or counterclaim, as an additional component of the License Fee, percentage rent equal to (i) the percentage rent specified in the Basic Terms (the "**Percentage**"), multiplied by (ii) the Gross Sales for the applicable month, to the extent the Gross Sales are in excess of the Natural Breakpoint (the "**Percentage Rent**"). As used herein, the "**Natural Breakpoint**" is equal to the amount of the monthly License Fee, divided the Percentage. For example, if the monthly License Fee is equal to \$1,000, and the Percentage is equal to 10%, then the Natural Breakpoint would be $\$1,000 \div 10\% = \$10,000$. Percentage Rent shall be payable in arrears for the prior calendar month, on the twenty fifth (25th) day of each month, in the same manner as the payment of the License Fee. Upon the expiration or earlier termination of the Term, a payment of Percentage Rent with respect to any month or months at the end the Term for which no Percentage Rent has been paid shall be due on the last day of the Term at the same per-diem rate as the last full calendar month in which a Gross Sales report was delivered, and upon delivery of the Gross Sales report for the applicable month or months, Licensor and Licensee shall make such payments as are required to reconcile any over-payment or under-payment of such final installment of Percentage Rent.

INSURED: Girl Scouts San Diego Imperial Council,

POLICY #: KKI23868800

POLICY PERIOD: 01/01/2020

TO 01/01/2021

Scottsdale Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCOUT COUNCIL— COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and coverage provided by this endorsement. These coverages apply separately to each of your premises described in the Declarations.

If you purchase additional limits for any of these coverages at a specified location, the limits shown below will apply in excess of the insurance purchased separately. We will not pay more under this endorsement than the Limits of Insurance shown below under the Summary of Additional Coverages or Summary of Coverage Amendments and Extensions.

Summary of Additional Coverage

LIMITS OF INSURANCE	SUBJECTS OF INSURANCE
\$1,000,000 per occurrence	Damage to Premises Rented to You
\$ 25,000	Emergency Real Estate Consultant Fee
\$ 25,000	Identity Theft Expenses
\$ 50,000	Key Individual Replacement Cost
\$ 2,500	Lease Cancellation Moving Expense
\$ 2,500	Supplementary Payments—Bail Bonds
\$500 per day	Supplementary Payments—Loss of Earnings
\$ 25,000	Temporary Meeting Space
\$ 25,000	Terrorism Travel Reimbursement
\$ 25,000	Workplace Violence Counseling

Summary of Coverage Amendments and Extensions

SUBJECTS OF INSURANCE
Aircraft Chartered With Pilot
Definition of "Bodily Injury" and "Personal and Advertising Injury" Redefined
Excess Medical Payments—Athletic Activities Participants-Sponsored Activities
Expected or Intended Injury—"Property Damage" exception
Non-Owned Watercraft Less Than Seventy-Five (75) Feet In Length
Primary and Non-Contributory Insurance—Additional Insureds Required by Written Contract
Property Damage to Property of Others—Girls Scout Sponsored Activities
Unintentional Errors and Omissions
Waiver of Right of Recovery When Required By Contract
Who Is An Insured to Include Any Person or Organization When Required By Written Contract Prior to Loss

I. Coverage Amendments

A. Paragraph 2.a. Exclusions of SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Paragraph 2.g.(2) Exclusions of SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by:

(2) A watercraft you do not own that is:

- (a)** Less than seventy-five (75) feet long; and
- (b)** Not being used to carry persons or property for a charge;

C. The following is added to paragraph 2.g. Exclusions of SECTION I—COVERAGES, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- 1.** Chartered by, loaned to, or hired by you with a paid crew;

2. Not owned by any insured; and

3. Used to carry any person or property for a charge.

D. The following is added to Exclusion 2.j. Damage to Property of SECTION 1—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs **(4)** and **(6)** of this exclusion do not apply to "property damage" to property of others caused by "your work" in connection with scouting activities or operations sponsored by your Scout Council.

E. Paragraphs 2.b. and c. Exclusions of SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY are replaced by:

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material,

whose first publication took place before the beginning of the policy period;

- F. With respect to Medical Payments—Athletic Activities—Excess Insurance For Participants in Activities Sponsored By You, the following amendments apply:

1. Paragraph 2.e., **Athletic Activities**, of **SECTION I, COVERAGE C MEDICAL PAYMENTS** is deleted.
2. The following is added to paragraph 4.b. **Excess Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over that part of any other insurance that provides coverage for medical payments that are incurred by any member of a scouting organization and its volunteers who are participants of a supervised and approved activity sponsored by your council.

- G. Paragraphs 1.b. and d. of **SUPPLEMENTARY PAYMENTS—COVERAGES A and B** section are replaced by:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

- H. Paragraph 3.a. of **SECTION II—WHO IS AN INSURED** is replaced by:

- a. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier.

- I. The following is added to **SECTION II—WHO IS AN INSURED**:

Any person or organization to whom you are obligated by virtue of a valid written contract to provide insurance as is afforded by this policy, but only with respect to liability arising out of your activities or operations.

- J. The following is added to subparagraph a. **Primary Insurance** of paragraph 4. **Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part be afforded on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured for a loss we cover, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed;

subsequent to the signing and execution of that contract or agreement by you.

- K. The following conditions are added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Knowledge of the "occurrence," offense, claim or "suit" by the agent, servant, or "employee" of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the "occurrence," offense, claim or "suit."

Failure by the agent, servant or "employee" of an insured (other than an officer, manager or partner) to notify us of an "occurrence" shall not constitute a failure to comply with Items a. and b. of this condition.

- L. The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the "occurrence."

M. Paragraphs 3. and 14. of SECTION V—DEFINITIONS are replaced as follows:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

N. Broadened Coverage—Damage to Premises Rented to You

1. The word **fire** is replaced with the phrase **fire, lightning, explosion, smoke and leaks from sprinklers** where it appears in:
 - a. **SECTION I, Coverage A, 2. Exclusions, j. Damage to Property;**

- b. **SECTION I, Coverage A, 2. Exclusions, last paragraph;**
- c. **SECTION III, Limits of Insurance, Item 6.;** and
- d. **SECTION IV, Conditions, 4. Other Insurance, Item b.(1)(a)(ii).**

2. The limit of Insurance applicable to Damage to Premises Rented to You is \$1,000,000 unless a higher limit is specified on the Declarations.

II. Additional Coverages:

A. The following are added to the **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B** section:

We will pay, in addition to our Limits of Insurance:

Emergency Real Estate Consultant Fee (\$25,000 Aggregate)

We will reimburse you up to \$25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured's need to relocate due to the imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

Identity Theft Expense

1. Coverage

We will pay for reimbursement of any present director or officer of the Named Insured for "identity theft expenses" incurred as the direct result of any "identity theft" occurring, discovered and reported during the policy period.

2. Limit of Insurance

We will pay up to \$25,000 as a Limit of Insurance.

3. "Identity theft" means the act of knowingly transferring or using, without lawful authorization, the identity of any officer or director of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

4. "Identity theft expenses" means:

- a. Costs of notarizing documents required by financial institution or similar creditors as testaments to fraud.

- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors.
- c. Loan application fees for re-applying for loan(s) when the original application is rejected solely because of incorrect credit information.

Key Individual Replacement Expenses

We will reimburse you up to \$50,000 as a Limit of Insurance per policy year for "key individual replacement expenses" for expenses incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers an injury during the policy period which results in the loss of life during the policy period.

"Key Individual Replacement Expenses" means:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

Lease Cancellation Moving Expenses

We will reimburse the Named Insured up to \$2,500 for moving expenses incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

Temporary Meeting Space

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year under this for expenses incurred due to the temporary unavailability of the Named Insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Expenses will be reimbursed only for the rental of temporary meeting space required for meeting with parties who are not insured under this Policy.

Terrorism Travel Reimbursement

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year for "emergency travel expenses" incurred by a director or officer of the Named Insured due to the occurrence of a "certified act of terrorism."

"Emergency travel expenses" are additional travel expenses incurred to re-schedule comparable transport due to the cancellation of scheduled transport within forty-eight (48) hours of a "Certified Act of Terrorism."

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.

Workplace Violence Counseling

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year for expenses you incur for counseling "employees" of the Named Insured when that counseling is necessary due to an incident of "workplace violence."

"Workplace violence" means the intentional use of, or threat to use deadly force by any person with the intent to cause harm and that results in bodily injury or death of a person while on the Named Insured's premises.