

CONTRACT FOR SHORT TERM LEASE AGREEMENT

SHOPPING CENTER	Plaza Bonita
LESSEE	Girl Scouts San Diego-Imperial Council, Inc., a Non-Profit
DBA	Girl Scouts San Diego
ADDRESS	1231 Upas Street
CITY/STATE/ZIP	San Diego, CA 92103
CONTRACT #	PBO19130

Reservation Detail:

Premises	Start Date	End Date	Base Rent (total per term)	CAM* Fee (total per term)	Utility Fee (total per term)	HVAC* Maint. Fee (total per term)	Trash Removal Fee (total per term)	Sign Fee (total per term)	Other Fee (total per term)	Estimated Rent Tax (total per term)	Rent/Fee Total (total per term)	Security Deposit (one-time)
L1 - JCPenney Court in front of 1240 R061Z	2/22/2020	2/23/2020	\$100.00	\$6.90	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$106.90	\$0.00

*CAM = Common Area Maintenance; HVAC = Heating, Ventilating and Air Conditioning

Permitted Use: for the sale and display of girl scout branded cookies for two days February 22nd, and February 23rd, and for no other purpose whatsoever

Payment Schedule:

Due Date	Base Rent	Operations	Utilities	Other Fees	Estimated Rent Tax	Security Deposit	Total Due
February 22, 2020	100.00	6.90	0.00	\$0.00	0.00		\$106.90

Security Deposit on File:

Payments shall be made payable as written below and directed to the following lockbox (always refer to PBO19130 on the check):

Plaza Bonita LLC
PO Box 55879
Los Angeles, CA 90074-5879


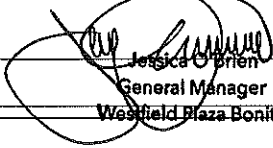
Percentage Rent Schedule:

Monthly	Term	Percentage Rent Rate	Sales Breakpoint	Overage Due Date
2/1/2020		0.00 %	\$0.00	3/5/2020

Center Detail:

Property	Address	Phone	Additional Insured Language	Property Management
Plaza Bonita	3030 Plaza Bonita Rd., #2075 National City, CA 91950	619-267-2850	Plaza Bonita LLC, Westfield, LLC, Westfield America Limited Partnership, Westfield Property Management LLC, URW WEA LLC, and any and all of their respective parents, partners, subsidiaries and affiliates, successors, assigns, employees, agents, officers and representatives, together with any mortgagee from time to time of the Landlord's interest, are named as additional insured, as their interests may appear.	Westfield Property Management LLC

Lesse hereby contracts for the lease of certain space as described above upon the terms and conditions set forth (i) in this Contract for Short Term Lease Agreement ("Contract"), including the Reservation Detail, Payment Schedule, Percent Rent Schedule, and Center Detail, (ii) on the attached Contract for Short Term Lease Agreement Standard Terms ("Standard Terms") and (iii) Exhibit A (the Contract, the Standard Terms, and Exhibit A, collectively the "Lease"). The parties agree that signatures by facsimile or electronic delivery shall be accepted as originals. This Lease must be signed by both Lessee and Lessor to be effective.

"LESSEE": Girl Scouts San Diego-Imperial Council, Inc., a Non-Profit Signature:  Name: <u>Stacy Maxa</u>	"LESSOR": Westfield Property Management LLC, a Delaware limited liability company In its capacity as agent for the owner(s) of the Shopping Center Signature:  Name: <u>Jessica O'Brien</u> General Manager Westfield Plaza Bonita
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CONTRACT FOR SHORT TERM LEASE AGREEMENT STANDARD TERMS

1. **Permitted Use.** Lessee shall have the right to use the Premises for the "Permitted Use" as set forth in the Contract and for no other purpose ("Permitted Use"), expressly conditioned upon payment of all Rent as set forth herein and all other terms and conditions set forth in this Lease. The location and the square footage for the Premises at the Shopping Center is specifically set forth on the site plan depicting the Premises that may be provided to Lessee upon its written request therefor. Lessee hereby accepts the size and location of the Premises. Lessee shall continuously operate within the Premises in accordance with the Permitted Use and shall be open for business within the entire Premises on each day and for at least the hours that the Shopping Center is open.

2. **Term.** The term for this Lease shall commence on "Start Date" as set forth in the Reservation Detail section of the Contract ("Reservation Detail") and shall expire on "End Date" as set forth in the Reservation Detail (the "Term"), unless earlier terminated as set forth in this Lease. Lessee may be permitted early entry into the Premises prior to the Start Date solely for the purpose of the stocking and fitting out of the Premises for the Permitted Use, and in no event shall Lessee commence to conduct business to the public from the Premises prior to the Start Date. If Lessee nevertheless commences to conduct business to the public from the Premises prior to the Start Date, Lessee agrees that it shall pay a Base Rent for each such day of operation at a daily rate that will be determined on a prorated basis using the Base Rent rate set forth in the Reservation Detail.

3. Rent

a. **Base Rent.** Lessee agrees to pay Lessor an amount equal to the "Base Rent" as set forth in the Reservation Detail (the "Base Rent") for the right to use and operate in the Premises in the Shopping Center. Lessee shall pay the Base Rent to Lessor in accordance with the schedule for payment set forth in the Payment Schedule section of the Contract ("Payment Schedule").

b. **Percentage Rent.** In addition to the Base Rent payable above, Lessee shall also pay to Lessor percentage rent equal to the amount (the "Percentage Rent") determined by multiplying (i) the amount of Gross Revenue that exceeds the "Sales Breakpoint" set forth in the Percentage Rent Schedule of the Contract (the "Percentage Rent Schedule"), by (ii) the "Percentage Rent Rate" set forth in Percentage Rent Schedule. All payments of the Percentage Rent, if applicable, shall be due on the Overdue Due Date(s) set forth in the Percentage Rent Schedule. "Gross Revenues" shall mean the entire amount of gross revenues received with respect to the Premises by Lessee from third parties.

c. **Additional Rent.** In addition to the Base Rent, Lessee shall also pay to Lessor the amounts described in the Reservation Detail, to the extent applicable, and any other amounts due under this Lease (collectively, "Additional Rent"). Any sums classified in this Contract as a tax (if any) are estimates based on tax rates effective when last checked by the Lessor and are subject to change. Notwithstanding any estimate or anything else to the contrary, Lessee shall be responsible for all actual taxes imposed on the rental pursuant to this Contract (except to the extent attributable to Lessor's income).

d. **Base Rent, Percentage Rent, Additional Rent and all other payments required under this Lease shall be collectively referred to herein as the "Rent."** Rent shall be made in U.S. dollars and shall be made via (i) check, or (ii) wire transfer to a bank account designated by Lessor, at Lessor's sole discretion without notice, demand, abatement, deduction or offset. If Lessor directs Lessee to make payments by check, such check(s) shall be made payable as written and directed to the lockbox as set forth in the Payment Schedule. Late payments shall incur interest at the rate of the lesser of ten percent (10%) or the maximum amount allowed by law, per month from the date such payments were originally due.

e. To the extent that Percentage Rent is payable hereunder, Lessee shall prepare and keep full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of the Gross Revenues, whether for cash, credit or otherwise, relating to Lessee's operation within the Premises. The books and source documents to be kept by Lessee shall include, without limitation, true copies of all state and local sales and use tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Premises by Lessee and any other persons conducting business from the Premises. Pertinent original sales records shall include, without limitation, sales records which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Lessee's sales.

f. With each payment of Percentage Rent, to the extent applicable, Lessee shall provide Lessor with a written statement certified as accurate by a duly authorized officer of Lessee, prepared in a format acceptable to Lessor, of the Gross Revenues received, gross invoice amounts billed, discounts, rebates, charge backs, and other deductions, and the Percentage Rent calculations. Such statements shall be furnished to Lessor whether or not any Gross Revenues were received by Lessee during the applicable period. The receipt or acceptance by Lessor of any statement, or the receipt or acceptance of any payment made, shall not prevent Lessor from subsequently challenging the validity or accuracy of such statement or payment.

g. To the extent that Percentage Rent is payable hereunder, at any time during the Term, upon reasonable notice from Lessor, Lessee shall provide Lessor and its agents and representatives with access to such financial records and supporting documentation as may be reasonably requested by Lessor, and Lessor may inspect the Gross Revenues received by or credited to Lessee and Lessee's calculation of the Percentage Rent, to determine that such fees and charges are accurate and in accordance with this Lease. If, as a result of such inspection, Lessor determines that Lessee has not made proper payments of Percentage Rent to Lessor, Lessor shall notify Lessee of the amount of such non-payment and Lessee shall promptly pay to Lessor the amount of the non-payment, plus interest at the rate of two percent (2%) per annum more than the prime rate as reported by the Wall Street Journal computed on a daily basis from the date of receipt by Lessee of the unpaid amount until the date of payment to Lessor. Lessor shall be responsible for the cost of such inspection, except that if such inspection reveals an underpayment to Lessor of at least five percent (5%) of the Gross Revenues for the audited period, then Lessee shall reimburse Lessor for all reasonable cost of such inspection. Lessor's audit right hereunder shall continue for one (1) year beyond the expiration or earlier termination of the Term, or the last sale of merchandise or other goods for which Lessor is entitled to receive a percentage of the Gross Revenues, whichever is later.

4. **Security Deposit.** Lessee shall provide to Lessor, upon execution of this Lease, a security deposit in the amount set forth in the Payment Schedule (the "Security Deposit"). No interest shall accrue on the Security Deposit. Lessor shall have the right, at its option and in its sole discretion, to apply all or part of the Security Deposit toward the payment of any amounts required to remedy any Default of Lessee in the payment of Rent or the performance of any other condition or covenant contained herein. It is agreed that upon Lessee's surrender or vacation of the Premises, Lessor, or its agent or designee, shall inspect the Premises, and assess any and all damages to the Premises or Lessor's property or businesses caused by Lessee or on account of Lessee's business in the Premises. If the Premises are found to be in the condition in which they were provided to Lessee, and provided Lessee is not in Default under this Lease, the Security Deposit, or such portion thereof still held by Lessor after application of any portion for any prior Defaults by Lessee, will be returned to Lessee. If, however, there is any damage to the Premises or Lessee is in Default, the cost of curing such default, repairing such damage and/or restoring the Premises to the condition in which they were provided to Lessee (ordinary wear and tear excepted) will be deducted from the Security Deposit and the remainder will be returned to Lessee, and to the extent the cost to cure such Default or the cost of repair exceeds the amount of the Security Deposit, Lessee shall pay Lessor for the shortfall within ten (10) days after receiving notice thereof from Lessor.

5. **Installation, Alterations, Maintenance and Repair.** Lessee shall install, at its sole cost and expense, all equipment, trade fixtures and facilities necessary for the Permitted Use. Prior to such installation, Lessee shall submit design plans and specifications to Lessor for approval. All work undertaken by Lessee or its contractors, subcontractors and other agents in connection with the installation, operation and maintenance of its equipment, trade fixtures and facilities shall be undertaken and completed in a good and workmanlike manner by professional, licensed and qualified personnel and contractors. Any fixtures installed by Lessee

that cannot be removed without damage to the Premises or that remain on the Premises after the expiration or earlier termination of this Lease shall, at Lessor's option, become the sole property of Lessor upon such expiration or termination. Lessee, at its sole cost and expense, shall repair, replace and maintain in good condition all portions of the Premises. Lessee may not make any structural alterations to the Premises without the prior written consent of Lessor. Lessor shall not be responsible for any installations, alterations or maintenance of the Premises, nor shall it be liable for any installation, alteration or maintenance costs and expenses whatsoever. Lessee shall ensure that the Premises maintain the same standards of appearance and cleanliness as the remainder of the Shopping Center and any failure to do so shall be deemed a material breach of this Lease by Lessee.

6. **Utilities.** Lessee shall be solely responsible for directly contacting all necessary utility and service providers and procuring in its own name, and shall promptly pay for all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water, gas, electricity, fire alarm, burglar alarm, telephone, cable television, Internet or data service, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including any such services that may be supplied by Lessor (whereupon, in such case, such utility fees may be included as Additional Rent). Lessee shall be solely responsible for notifying any such providers, including, without limitation, any waste disposal providers, or Lessee's cessation of such services at the Premises upon the expiration or earlier termination of this Lease and Lessor shall have no obligation or liability with respect thereto.

7. **Surrender.** Prior to the expiration or date of earlier termination of this Lease, Lessee shall (i) remove all of its personal property, signs, sets, displays and equipment from the Premises and the Shopping Center, (ii) remove all telephone and data cabling installed by or on behalf of Lessee, (iii) restore the Premises to the condition in which the Premises existed prior to installing of such personal property, signs, sets, displays and equipment, subject to ordinary wear and tear, (iv) repair all damage caused by or in connection with Lessee's compliance with the obligations contained in this Section, (v) pay the Rent and other sums due and payable or outstanding; and (vi) surrender to Lessor the Premises, broom-clean and in good condition; provided, however, that Lessee shall not remove any fixtures or personal property affixed to the Premises. Any of Lessee's obligations under this Section which have not been performed by Lessee prior to the expiration or earlier termination of this Lease shall survive such expiration or termination. Further if Lessee fails to meet its obligations under this Section, Lessor shall have the right to cure such failure and Lessee shall reimburse Lessor for its costs and expenses related thereto within five (5) days after Lessor gives written notice to Lessee of the amount due.

8. **Indemnity.** Lessee shall defend, indemnify and hold harmless Lessor, its agents, affiliates, members and employees, and any department store operating within the Shopping Center, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (i) arising from or in any way connected with the Permitted Use, or (ii) arising from or in any way connected with Lessee's use of the Premises, or (iii) caused by Lessee or any of its affiliates, members, employees, contractors, subcontractors, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of Lessor, its employees, affiliates, members and agents. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. **Compliance Permits.** Lessee agrees that it has read and understands the rules and regulations for the Shopping Center attached hereto as Exhibit A (the "Operational Guidelines & Policies") and agrees and shall cause its employees to abide by the same, as such Rules and Reg's may be amended from time to time by Lessor. Lessee further agrees to comply with all applicable laws of the town, city, county, state and federal governments or any other public authority. Lessee further agrees that it shall not use, bring, maintain, release or discharge any hazardous materials on or onto the Premises or any other part of the Shopping Center. Lessee represents and warrants that Lessee has obtained, or will obtain prior to the commencement of its business operations, at its sole cost and expense, all required permits, authorizations, consents and approvals of any type or nature from the appropriate governmental authorities for use of the Premises for the Permitted Use, to the extent necessary (the "Permits"), and all of such Permits are, or will be, and will remain in full force and effect during the Term. Lessee shall provide copies of such required Permits to Lessor prior to the commencement of the Term.

10. "As-is" Release

a. Lessee acknowledges that it has inspected the Premises (or will inspect the Premises prior to commencement of its business operations), observed no dangerous conditions, accepts the Premises "as is", and assumes all risk of injury or damage to Lessee's person or property, in connection with Lessee's use of the Premises regardless of the condition thereof.

b. Lessee expressly waives all rights, if any, to assert any claims against Lessor, Westfield Property Management, LLC, Westfield U.S. Holdings, LLC, Westfield America, Inc., Westfield America Limited Partnership and any and all of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees of Lessor for damage, destruction or loss of any equipment, property, goods, wares, merchandise, supplies, cash (or other evidence of customer debt such as checks or credit card receipts) upon the Shopping Center, or by any reason of fire, theft, robbery or burglary, bodily injury, personal injury or death or other loss, provided, however, such loss or damage is not due to the gross negligence or willful misconduct of Lessor or any of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees. Lessee accepts all responsibility for any injury or public liability incurred as a direct result of their display or fixtures or business operations.

11. **Security.** Lessor shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Lessee. Any Lessee requiring security must do so at Lessee's expense and utilize a security company approved by Lessor's representative.

12. Insurance

a. Lessee must provide written evidence of General Liability insurance for the Premises during the Term with a reputable and licensed insurance company acceptable to Lessor in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. If Lessee owns or operates vehicles in the ordinary course of its business, Lessee must carry Automobile Liability insurance covering all owned, non-owned and hired vehicles with a per occurrence combined single limit of \$1,000,000. The General Liability policy, and if applicable, the Automobile Liability policy, must be endorsed to include the additional insured as set forth in the Center Detail. The general liability policy evidenced by Lessee will be endorsed to be primary and non-contributory with respect to any policy of insurance carried by Landlord and that any coverage carried by Landlord will be excess. The certificate of insurance and additional insured endorsements evidencing such coverage must be supplied prior to the commencement by Lessee of its business activities at the Shopping Center. Lessee must provide Statutory Worker's Compensation insurance as required by the laws of the state in which this Lease is in effect. Lessee shall give Lessor at least 30 days written notice of any cancellation or material change in coverage of Lessee's insurance policies. All policies of insurance evidenced by Lessee will contain a waiver of subrogation in favor of the Landlord.

b. Lessee must maintain all-risk property insurance including coverage for fire, theft, vandalism, malicious mischief, water damage which does not exclude backup from sewers or drains and/or sprinkler leakage, and extended coverage insuring Lessee's merchandise, furnishings, equipment and all other items of personal property of Lessee located on or in the Premises, in an amount equal to the full replacement cost thereof.

c. The Worker's Compensation insurance policy obtained by Lessee pursuant to this Lease shall contain an endorsement waiving any right of subrogation which the insurer may otherwise have against the

non-insuring party. If Lessor has contracted with a third party for the management of the Shopping Center, the waiver of subrogation by Lessee herein shall also run in favor of such third party.

d. If Lessee contracts with or hires any contractor, vendor, or other service company, Lessee shall require such contractor, vendor, or other service company to maintain the insurance requirements as listed above. Lessee shall also require all contractors, vendors, or other service companies to execute the Landlord's required release and hold harmless form and to also provide Landlord a certificate of insurance evidencing the insurance required prior to allowing any contractor, vendor, or service company to enter the premises.

13. Events of Default; Termination.

a. The occurrence of any of the following shall constitute a default and material breach of this Lease by Lessee (a "Default"):

- i. Any failure by Lessee to pay the Rent, and additional fees or other charge required to be paid under this Lease when due; or
- ii. Any failure by Lessee to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Lessee where such failure continues for twenty-four (24) hours after written notice from Lessor to Lessee; provided that if the nature of such default is such that the same cannot reasonably be cured within twenty-four (24) hours, Lessee shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure such default with due diligence in no event to exceed ten (10) days after written notice thereof from Lessor to Lessee specifying the particulars of the default; or
- iii. Abandonment or vacation of the Premises by Lessee; or
- iv. In the event that proceedings in bankruptcy or insolvency are instituted by or against Lessee, or a receiver is appointed, or if any substantial part of the assets of Lessee is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

b. In the event of any Default by Lessee, Lessor in addition to any other remedies available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person may: (1) terminate this Lease, declare the Term hereof ended and re-enter the Premises and take possession thereof and remove all persons therefrom, and Lessee shall have no further claim thereon or hereunder; and (2) even though it may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises. If this Lease is terminated hereunder due to a Default by Lessee, no payment received by Lessor shall be returned to Lessee.

c. To the full extent permitted under applicable law, Lessor shall have no duty to relet the Premises or otherwise mitigate damages under this Lease, and Lessee hereby releases Lessor from any and all duty to relet the Premises or otherwise mitigate damages. Lessee agrees that Lessor shall not be liable, nor shall Lessee's obligations hereunder be diminished, because of Lessor's failure to relet the Premises or collect rent due with respect to such reletting. Lessee waives all rights to plead such failure of Lessor to mitigate damages as a claim or affirmative defense in any proceeding based on any Default by Lessee.

d. This Lease is terminable at the will of Lessor at its sole discretion upon seven (7) days' written notice sent to Lessee's address set forth above; provided, however, that notwithstanding the foregoing, if the Term of this Lease shall be thirty (30) days or less, this Lease shall be terminable at the will of Lessor at its sole discretion upon twenty-four (24) hours' written notice sent to Lessee's address set forth above. If this Lease is terminated at the option of Lessor without any default of Lessee, Lessor shall refund to Lessee the pro-rata amount of the Rent paid to Lessor for the remaining portion of the Term.

14. **Assignment.** This Lease may not be assigned or otherwise transferred or encumbered by Lessee, nor may any portion of the Premises be subleased by Lessee, without Lessor's prior written approval, which Lessor may withhold in its sole and absolute discretion. The direct or indirect sale of a controlling interest of Lessee, or the sale of all or substantially all of the assets of Lessee shall constitute an assignment of this Lease.

15. Lessor's Right to Relocate Premises

a. Lessor shall have the right in its sole and absolute discretion to relocate the Premises to another part of the Shopping Center upon not less than seventy two (72) hours' written notice to Lessee and Lessee shall relocate its Premises to such other location as designated by Landlord within said seventy two (72) hour period. The new premises shall be substantially the same in size, décor and nature as the Premises and shall be placed in such condition at Lessor's sole cost.

b. Lessor shall additionally have the right, in its sole and absolute discretion, to temporarily relocate the Premises to another location within the Shopping Center which is labeled as the "Temporary Premises" on Exhibit - Map ("Temporary Premises") upon not less than seventy (72) hours' prior written notice to Lessee ("Relocation Notice"). The dates and duration of the period of relocation ("Relocation Period") shall be provided to Lessee in the Relocation Notice. Lessee shall be responsible, at its sole cost and expense, to relocate to and from the Temporary Premises on the beginning and end dates of the Relocation Period, respectively. Lessee's occupancy of the Temporary Premises shall at all times be subject to and in accordance with the terms and conditions of this Agreement, and the term "Premises" shall mean the Temporary Premises during such period of time. Lessee shall not be entitled to any adjustment in the Rent or to any other compensation as a result of or in connection with a temporary relocation made under this Section 15.b.

16. **Sale of Shopping Center.** Lessor shall have the right, in its sole discretion, to assign this Lease to any purchaser or other assignee or transferee of a Shopping Center, provided that any such purchaser, assignee or transferee shall agree in writing to assume all of Lessor's obligations under this Lease arising after the date of such purchase, assignment or transfer, provided, however, if Lessor does not assign this Lease to such purchaser, Lessor shall have the right to terminate this Lease upon written notice to Lessee without further obligation other than obligations which have accrued prior to and remain unsatisfied at the time of termination.

17. **Notices.** Wherever in this Lease it shall be required or permitted that notice be given or served by either party to this Lease to or on the other, such notice, shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail or reliable and nationally recognized overnight courier, addressed to the parties at the addresses set forth above. Either party may change such address by written notice sent by certified or registered mail. Lessor may also provide notice to Lessee by personally delivering such notice to the Premises.

18. **Signage; Visual Merchandising.** The content, dimensions and location of any and all signage used by Lessee to promote the Permitted Use, and all visual merchandising of Lessee, shall be previously approved in writing by Lessor in its sole and absolute discretion. In no way limiting the foregoing, Lessee understands and agrees (i) that all signage must be professionally designed and prepared, shall not detract from the general appearance of the Premises or the Shopping Center, and that under no circumstances may any signage be handwritten, and (ii) that Lessee shall be solely responsible for all visual merchandising of Lessee, all visuals must be professionally designed and prepared, and must be appropriate and relevant to the shopping season and Lessee's Permitted Use. Any failure to comply with the terms of this Section shall be deemed a material default and breach of this Lease providing Lessor with all rights and remedies set forth above.

19. **Waiver of Jury Trial; Governing Law.** To the extent enforceable, the parties to this Lease hereby waive and relinquish any and all rights that such party may have to trial by jury in any action, proceeding or counterclaim filed by either party, whether in contract, tort or otherwise, relating directly or indirectly to this Lease and/or the Premises, or any alleged acts or omissions of Lessor or Lessee in connection therewith. This Lease shall be construed in accordance with the laws of the State in which the Premises are located pertaining to contracts made and performed entirely therein.

20. **Holdover.** If Lessee shall fail to surrender the Premises upon the expiration or earlier termination of this Lease without the express written consent of Lessor, Lessee shall be deemed to be a month-to-month tenant of the Premises, with Base Rent due at a rate of 150% of the monthly Base Rent in effect at the expiration or termination of the Term, plus all Percentage Rent and Additional Rent payable, if any. The terms of such holdover tenancy shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over by Lessee without Lessor's consent shall entitle Lessor to reenter the Premises in its sole discretion. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

21. **Confidentiality.** Except as reasonably necessary in the normal course of dealing with a party's employees, officers, directors, investors and prospective investors, attorneys, accountants, banks, lenders, advisors, and other representatives (all of whom will be required to honor the confidentiality of such information) or to the extent required by law, including, without limitation, reporting and disclosure requirements under applicable securities laws, (i) any and all information contained in this Lease or provided to or by Lessor and/or Lessee by reason of the covenants and conditions of this Lease, economic or otherwise, shall remain confidential between Lessor and Lessee and shall not be divulged to third parties without the prior consent of the other party hereto, and (ii) Lessee shall not disclose any material information regarding the Premises or the Shopping Center to third parties without Lessor's prior consent. Notwithstanding the foregoing, Lessor and Lessee shall be permitted to divulge the contents of statements and reports derived and received pursuant to the provisions of Section 3 hereof in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements permitted hereunder or in connection with any administrative or judicial proceedings in which either party is involved where such party may be required to divulge such information. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22. **Going Out of Business.** Lessee shall not conduct or permit to be conducted any going out of business, liquidation, store closing, or other similar sale in the Premises at any time whatsoever without the prior express written consent of Lessor. The parties agree that in the event Lessee breaches this provision, Lessor will suffer immediate and irreparable damages and shall be entitled to injunctive relief permanently enjoining Lessee from conducting, or permitting to be conducted, such a sale in the Premises.

23. **Gross Revenue Reporting.** Lessee shall furnish to Lessor, within ten (10) days after the expiration of each month during the Term, a complete statement, certified by Lessee, of the amount of Gross Revenue, made from the Premises during such period. If Lessee fails to furnish to Lessor any monthly statement of Gross Revenue within the time required by this Section, then Lessee shall pay within ten (10) days of demand therefor by Lessor as Additional Rent, a special handling fee of Fifty Dollars (\$50.00) per statement per day until such statement is delivered to Lessor. This remedy shall be in addition to any and all other remedies provided in this Lease or by law to Lessor. In addition, if Lessee fails to furnish any two (2) consecutive monthly statements of Gross Revenue within the time required by this Section, then, without limiting any of the Lessor's other rights under this Lease, Lessor shall have the right upon ten (10) days' prior written notice to conduct an audit as set forth in Section 3 above and any and all charges occasioned by reason thereof shall be the sole obligation of Lessee and payable on demand.

24. Miscellaneous.

a. The invalidity or unenforceability of any particular provision(s) of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

b. In the event of any conflict between the terms of this Lease and the terms of any Operational Guidelines & Policies, the terms of this Lease shall control.

c. If any action is brought by either party against the other party, relating to or arising out of this Lease, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, legal research, deposition costs and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, expert fees and all costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

d. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, negotiation, brochures, arrangements, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein. Any amendment to or other modification of this Lease must be in writing and signed by both parties hereto.

e. This Lease may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.

f. Lessee may not record this Lease or any memorandum or short form of this Lease in the public records. At Lessor's request, Lessee shall sign a recordable short form or memorandum of lease containing the terms required by statute and any other terms that Lessor wishes to include, which Lessor may record at Lessor's expense.

THE FOLLOWING PROVISIONS ARE HEREBY INCORPORATED INTO THIS LEASE:

For those Leases in which the Premises are located in California:

1. As of the Effective Date of the Lease, the Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

2. For those Leases in which the Premises are located in the Shopping Center commonly known as The Village at Westfield Topanga, the following provisions are hereby incorporated into the Lease:

Lessor has entered into an agreement with City of Los Angeles (the "City") which provides funding to Lessor for development of the Center (the "Funding Agreement"). This funding is based, in part, upon tax revenues from Lessees at the Center. In order for Lessor to comply with its commitment to provide tax revenue information to the City, Lessee shall submit to Lessor the following: (i) a copy of its sales and use tax returns filed with the state

of California's Board of Equalization ("State Reporting") concurrent with its submittal of each such return to the state and l) the City's Business Tax Return concurrent with its submittal of each such return to the City (the "City Reporting"). In the event the State Reporting and City Reporting are consolidated with other stores operated by Lessee, then Lessee shall submit supporting paperwork for the Premises used by Lessee in the preparation for the State Reporting and City Reporting. Lessor covenants that the State Reporting and City Reporting provided by Lessee hereunder shall be kept confidential and shall only be shared with the City in connection with the Funding Agreement, except as

may otherwise be required by law. In addition, per the Funding Agreement Lessee shall execute a document with the state of California Franchise Board to provide the City access to the State Reporting (sale and use tax returns) submitted by Lessee to the state of California.



**EXHIBIT A
RETAIL CART / RMU / MERCHANT OWNED & SEASONAL KIOSKS
OPERATIONAL GUIDELINES & POLICIES**

Your retail location within the common area offers maximum exposure to our shoppers. With such high visibility, you are expected to run your retail business in a professional and reliable manner. To ensure consistency of presentation throughout our Specialty Leasing marketplace, these guidelines are to be part of your daily retail operation. These policies have been developed to help reinforce a positive experience for our shoppers and ultimately support your sales.

OPERATIONAL GUIDELINES

1. Westfield reserves the right to alter, amend or modify these policies at any time.
2. **HOURS** - Mall operating hours are set by Shopping Center Management. Hours will vary seasonally. All common area retailers are expected to maintain all mall hours. Failure to do so may result in fines or termination of the lease/license agreement. Please contact the Mall Management office in the event of an emergency.
3. **STAFFING** - The RMU must be staffed during all mall hours.
4. Due to the limited size of the RMU, we request that the number of employees staffing the RMU be limited to two (2). Any additional staffing required during busy times is to be requested in writing to the mall management office.
5. Please make sure that the RMU/Cart/Kiosk is fully merchandised and you are ready for business when the mall opens.
6. **DRESS CODE** - To maintain a professional image in a casual atmosphere, RMU/Cart employees are to be dressed casually professional. This means no shorts, ragged or torn jeans, bare feet, "muscle-tanks", bare midriffs, thigh high skirts or low cut tops. Management reserves the right to close down any RMU whose employees are not dressed appropriately.
7. In order to maximize sales, it is recommended that employee breaks are limited to non-peak hours (lunchtime, early evening hours).
8. RMU/Carts/Kiosks are retail operations first. Please refrain from bringing friends or family members to the location unless they are working. Pets, excluding service animals are not permitted.
9. Please refrain from eating, drinking, reading, playing video games or movie watching at the location. Shoppers will be less likely to engage with you if they feel that they may be causing an interruption. The use of radios, TV's, heaters and fans are not allowed at your location.
10. **SIGNAGE** - Please do not hang or affix any merchandise, décor, helium balloons or signage from the shelves, door handles, chair or RMU pylon. At no time are hand-written signs permitted anywhere on the RMU/Cart/Kiosk. Please contact your Specialty Leasing Manager for information on obtaining professional signage. Mounted security cameras are not permitted anywhere on the RMU/Cart.
11. **FIXTURES** - The use of off-RMU/Cart fixtures are considered the exception not the norm. On the rare occasion that such a fixture is required, it must be pre-approved and must be purchased from a Westfield approved manufacturer or custom designed to match the RMU finishes.
12. Return policies must be professionally posted at your "cash-wrap" area as well as on register receipts.
13. RMU security covers are supplied by mall management, when applicable. Please store the security cover within the confines of the RMU if provided one. Locks are to be supplied by the retailer unless the unit is self-locking. RMU's/Carts/Kiosks are secured at your own risk.
14. The RMU/Cart has been strategically placed to ensure compliance of fire codes. Please do not make any attempt to adjust the location no matter how minimal the adjustment may seem.
15. All personal belongings are to be stored within the RMU/Cart/Kiosk.
16. **PERMITS** - Lessee/Licensee (RMU/Cart lease/license holder) must obtain all necessary permits and licenses required by local, state and federal law prior to the opening of business. Lessee must adhere to all fire codes and regulations. Please contact your local fire department as part of the permitting process.
17. **RENT** - Rent is due and payable on the first day of the month or as stated on your contract. Rent is to be paid in the form of certified or business check and mailed directly to the lockbox address located on the envelope provided with invoice. The lockbox address is also stated on your contract. Late payments shall incur interest at the rate of the lesser of ten percent (10%) or the maximum amount allowed by law, per month from the date such payments were originally due. Failing to comply with rental or late payment notices may result in contract termination.
18. **DELIVERIES** - Loading zones will be kept open for deliveries whenever possible. Parking in loading zones, public entrances and fire lanes is not permitted. Delivery vehicles are to unload curbside and immediately relocate to a parking spot. Unattended vehicles in restricted areas will be towed and ticketed at owner's expense in conjunction with local laws and ordinances. Deliveries are to be made through service corridors prior to mall hours. Deliveries through public entrances are permitted only in areas where service corridors are un-accessible and must be arranged in advance with mall management. Delivery carts and dollies within the mall must have pneumatic wheels. Carts and dollies with metal or rubber wheels are not permitted.
19. **PARKING** - Where required, all RMU/Cart employees must park in pre-designated employee parking areas.
20. **TRASH** - Please keep your trash receptacle, boxes and storage bins within the RMU. Trash is to be disposed in the appropriate receptacles. Center Management to provide specific locations. Cardboard is to be flattened and disposed of in the cardboard bin. Mall trash cans are not to be used for tenant waste disposal.

21. **INSURANCE** - Lessee shall, during the entire term of the agreement, keep in full force the insurance required per the agreement.

Failure to comply with these policies will be grounds for a fine per violation and/or termination of the temporary revocable lease/license as determined by the General Manager of the Mall.

Any fines are due within five (5) days of receipt of violation and failure to remit payment may result in contract termination.

SOLICITATION GUIDELINES

Licensees/Lessee's shall not at any time or in any manner solicit shoppers through sales techniques known as "hawking." Soliciting and/or "hawking" is defined as calling out to, drawing attention to, impeding a customer's path within the common area, asking earnestly, begging, greeting or any other manner of verbal or non-verbal communication (i.e. body language) to coerce a customer to approach an RMU/Cart/Kiosk or sales personnel.

Licensee's/ Lessee's sales personnel will remain within 24 inches of the RMU/Cart/Kiosk to conduct sales business. At no time will a Licensee's/Lessee's sales personnel interfere with the free flowing movement of customers through the common areas. Licensee's/Lessee's sales personnel may interact with customers only when a customer approaches the RMU/Cart/Kiosk to view or inquire about the Licensee's/Lessee's merchandise.

As owner of (DBA): **Girl Scouts San Diego**

I understand that the following policies must be strictly followed by me and my employees:

- Stay within the boundaries of your RMU/Cart/Kiosk. This means you must **STAY WITHIN TWO (2) FEET OF YOUR RMU/Cart/Kiosk AT ALL TIMES.**
- Do not speak loudly to customers from your RMU/Cart/Kiosk. This means that if a customer is more than two (2) feet away from your RMU/Cart/Kiosk, **DO NOT SPEAK LOUDLY AT THEM TO TRY AND GET THEIR ATTENTION.**
- When a customer says that they are "not interested," "no," "no thank you," or indicates in any other way (i.e. eye contact, shaking their head, or body language) that they are not interested, you must leave them alone. **DO NOT CONTINUE TO ASK QUESTIONS OR TRY TO GET THEM TO COME CLOSER TO YOUR RMU/Cart/Kiosk.**
- Do not attempt to gain customer's attention by tapping products together or creating any other noise outside the normal course of business. This is annoying and distracting to customers as well as other mall employees.
- Respect Mall Management, Staff and Security. If you are asked to stop a particular behavior or are given a violation as result of your behavior, please maintain your professionalism.

THE EMPLOYEE OF THE RMU/Cart/Kiosk IN VIOLATION OF SOLICITATION RULES ABOVE WILL BE GIVEN:

- **A WARNING FOR THE FIRST OFFENSE**
- **A \$250 FINE FOR THE SECOND OFFENSE**
- **IMMEDIATE TERMINATION OF YOUR TEMPORARY REVOCABLE LICENSE/LEASE AGREEMENT FOR THE THIRD OFFENSE**

ANY CHARGES NOT PAID DIRECTLY BY THE EMPLOYEE WILL BE CHARGED TO THE OWNER OF THE RMU/Cart/Kiosk.

Please keep these Operational Guidelines and Policies at the RMU/Cart/Kiosk location and review with managers and newly hired employees. Please contact the Mall Management office with any questions or for additional copies.

**AGREEMENT TO ACCEPT
RETAIL/RMU/MERCHANT OWNED & SEASONAL KIOSKS
OPERATIONAL GUIDELINES & POLICIES**

** PLEASE SIGN BELOW AND RETURN THIS PAGE WITH YOUR AGREEMENT **

I have read and understand the Operational Guidelines & Policies and agree to abide by them. I further agree to have all employees read and understand these Operational Guidelines & Policies. I understand that failure to do so may result in termination of activity in the shopping center.

Business Name Girl Scouts San Diego
 Owner's Name (Please Print) Stacy Maxey
 Owner's Signature
 Manager's Name _____
 Manager's Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2020

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: Dawn Walter																				
	PHONE (A/C, No, Ext): 858 587-7540 FAX (A/C, No): 858 909-9707																				
	E-MAIL ADDRESS: dawn.walter@marshmma.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : National Casualty Company</td> <td>11991</td> </tr> <tr> <td colspan="2">INSURER B :</td> <td></td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Casualty Company		11991	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		KKI23868800	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KKI23868900	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XKO23869000	01/01/2020	01/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sale of Girl Scout Cookies 2/07/20 - 3/08/20. Plaza Bonita LLC, Westfield LLC, Westfield America Limited Partnership, Westfield Property Management LLC, URW WEA LLC are named as additional insureds, as required by written contract per attached endorsement.

CERTIFICATE HOLDER Westfield Plaza Bonita 3030 Plaza Bonita Road #2075 National City, CA 91950-0000	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
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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.