

**License Agreement**  
Promenade, LLC  
725 Conshohocken State Road  
Bala Cynwyd, Pa 19004

**THIS LICENSE AGREEMENT** (the "License") is made as of the **21st day**, in the month of **January** in the year of **2016**, by and between, **Promenade, LLC** ("Licensor") with an address of 725 Conshohocken State Road Bala Cynwyd, Pa 19004. and **South Bay Cities Council of Governments** (the "Licensee") having an address and telephone number of 20285 S. Western Avenue, Suite 100, Torrance, CA 90501 CONTACT PERSON: Marilyn Lyon, [Marilyn@southbaycities.org](mailto:Marilyn@southbaycities.org), 310.371.7222 x 204

IN WITNESSETH HEREOF

**A.** Licensor is the owner of a certain shopping center known as **Promenade on the Peninsula**, Located in **Rolling Hills Estates**, IN THE COUNTY OF **Los Angeles** AND STATE OF **California**.

**B.** Licensee desires to license from Licensor, certain space known as a cart which is located in the Shopping Center stated herein, consisting of approximately rentable square feet and as more specifically described on Exhibit "A" attached hereto and incorporated herein (the "Licensed Space") for the sole purpose of Organization Information and for no other purpose what so ever. In the event Licensee utilizes or attempts to utilize the License space for any other reason or purpose other than stated herein, this agreement shall terminate upon 24 hour written notice.

NOW, THEREFORE, upon the mutual terms and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Recitals.** The above recitals are true and correct and are incorporated into this License as if set forth at length herein.
- 2. Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to: (i) occupy and use the Licensed Space solely as noted in B. above and (ii) used in common with the tenants in the Shopping Center and the common areas of the Shopping Center for the purposes designated and permitted by Licensor.
- 3. Term.** The term of this License (the "Term") shall commence on the date of February 1, 2016 and shall expire **January 31, 2017** unless terminated prior to expiration of this term pursuant to Licensor's rights under the terms and conditions set forth herein. .
- 4. License Base Rent Fees** Licensee shall pay to Licensor the total amount of \$ 0 which shall be due and payable on the first of each month throughout the term of this agreement without any set off or deductions.
- 5. Percentage Rent.** In addition to Base Rent and other fees as noted herein, Licensee shall pay to Licensor the amount of 0% of all gross sales in excess of the breakpoint of \$ NA which shall be due and payable upon the NA day of the following month after which Licensee has exceeded the sales breakpoint stated herein. Licensee shall remit the payment of all Percentage Rent due in full to the Licensor with a certified statement of Licensee's sales for that month. A final report of sales is to be provided to the mall management office within five (5) days after the last day of the term, for which the sales have been calculated and as also provided for in Section 24.
- 6. Security Deposit.** Licensee shall deposit with Licensor in advance and upon Licensee's execution of this License Agreement, a security deposit in the amount of \$ **N/A** which shall be held by Licensor for the purposes of securing Licensee's obligations under this License Agreement. The Security Deposit, at Licensor's sole option, can be applied to and against any fees in conjunction with this agreement for which Licensee fails to pay to Licensor In the event the Security Deposit is utilized for any or all purposes set forth above, the security deposit shall be replaced at twice the amount of the initial amount of deposit. Also, should Licensee be placed in default and such default is not cured within the allowable time frame noted in this License Agreement, the Security Deposit shall be applied by Licensor at its sole option against all or partial outstanding balances. In the event any and all charges exceed the amount of the Security Deposit and Licensor has utilized such Security Deposit for partial reimbursement, Licensee shall immediately reimburse Licensor the difference of such damages as well as replace the initial security deposit at a rate of twice the amount of the initial deposit. The Security Deposit cannot be utilized by Licensee for payment of "last months" rent or any other fees at any

time during the term of this agreement. In the event of abandonment or early termination of this agreement for any reason by Licensee – the Security Deposit is hereby forfeited by Licensee

## **7. Additional Fees and Charges**

**a. Common Area Fees and Real Estate Tax Fees** Licensee shall also be responsible to Licensor for the monthly payment of fees associated with the rights, privileges, service, maintenance and repair of the common areas of the shopping center in the amount of \$0 per month as Common Area Maintenance Fees due and payable in addition to and at the time of Licensee's payment of Base Rent Fees. Licensee shall also be responsible for payment in the amount of \$0 per month for Real Estate Tax Fees which shall be due and payable along with Licensee's payment of Base Rent Fees and Common Area Maintenance Fees. Payment of such fees shall not entitle Licensee to any special privileges or rights above and beyond the rights and privileges stated herein and throughout this agreement.

**b. Marketing and Advertising Fees** Licensee shall be responsible to Licensor for the monthly payment of fees associated with the advertising and marketing as well as marketing payroll of the shopping center in the amount of \$0 per month due and payable in conjunction with the payment of the License Base Rent Fees. It shall be understood that the calculation and assessment of these fees shall be at the sole discretion of the Licensor and not subject to negotiation, review or discretion of the Licensee at any time and these fees are considered a contribution towards Licensor's cost for advertising and marketing of the property. Payment of such fees shall not entitle Licensee to any special privileges or rights above and beyond the rights and privileges stated herein and throughout this agreement.

**c. Utilities.** Licensee shall be responsible for any utilities that are used or consumed within or in conjunction with the licensed space and operation of Licensee's use of the licensed space during the term of this agreement. Licensee shall pay to Licensor the amount of \$0 per month for electrical service, \$0 for water and sewer service and \$0 for HVAC service and supply with all such fees due and payable in conjunction with Base Monthly License Fees. In addition, Licensee shall pay the monthly fee of \$0 for trash service for the use of trash disposal devices. **Licensee shall be required to remove their own trash to a designated disposal area as directed by Licensor.** Licensor shall at all times have the exclusive right to select the provider or providers of utility service to the Licensed Space and the Shopping Center, and Licensor shall have the right of access to the Licensed Space from time to time to install or remove utility facilities. It is understood that Licensor does not warrant that any of the utilities servicing the Licensed Space will be free from interruption from causes beyond the reasonable control of Licensor.

**8. Condition of Licensed Space.** Licensee acknowledges that it has examined the Licensed Space and agrees to accept the same without any representations, warranties or covenants on the part of Licensor and in the condition commonly referred to as "As Is". Therefore, Licensee shall be solely responsible and charged for any damages to the Licensed Space, Shopping Center, other stores within the Shopping Center, equipment or grounds by Licensee or its agents or invitees.

**9. Permits and Licenses.** It is hereby agreed by the parties hereto, that any and all permits, licenses or approvals required for the use of the Licensed Space for the purposes set forth herein, shall be obtained by Licensee from the authorities having jurisdiction thereof, at its sole cost and expense.

## **10. Care and Maintenance of Licensed Space.**

**a.** Licensee shall be solely responsible to maintain, repair and replace the interior, non-structural portions of the Licensed Space in good order and repair as and when needed (reasonable wear and tear excepted), and replace all glass broken by Licensee, its agents, employees or invitees with glass of the same quality as that broken, except for glass broken by fire and extended coverage-type risks, and commit no waste in the Licensed Space. Licensee shall not make any alteration of or addition to the Licensed Space without the prior written approval of Licensor and such approval shall be at the sole discretion of Licensor. Licensee shall give Licensor prompt written notice of any damage to the Licensed Space. Licensee shall not be responsible for any repair or replacement of the heating, ventilating, air-conditioning unit unless said unit is damaged as a result of Licensee's direct actions or negligence of Licensee or its employees, agents or invitees.

**b.** Licensee shall not install any equipment of any kind whatsoever which might necessitate any changes, replacements or additions to any of the heating, ventilating, air-conditioning, electric, sanitary, elevator or other systems serving the Licensed Space or any other portion of the Shopping Center.

**c.** Licensee shall not make any alteration of or addition to the Licensed Space without the prior written approval of Licensor, which approval shall be at Licensor's sole discretion. All alterations performed in the Licensed Space by Licensee shall be performed: (i) at Licensee's sole cost and expense, (ii) by contractors and subcontractors approved in advance in writing by Licensor, and (iii) in a good and workmanlike manner and in accordance with all applicable laws and

ordinances. Upon the expiration or earlier termination of this License, all such alterations shall remain at the Licensed Space and become the property of Licensor without payment by Licensor. Notwithstanding the foregoing, Licensor, at Licensor's option, shall have the right to require that any or all of such alterations be removed upon the expiration or earlier termination of the Lease by providing written notice thereof to Licensee, in which event Licensee, at Licensee's sole cost and expense, shall remove such alterations and repair any resulting damage. Licensee will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Licensee) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises, the Shopping Center or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Licensee or any notice of contract or Charge by a person engaged by Licensee or Licensee's contractor to work on the Premises shall be filed against or upon the Premises, the Shopping Center or any part thereof, Licensee shall within ten (10) days after demand from Licensor cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Licensee shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Licensor may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Licensor shall be entitled, if Licensor so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Licensor and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Licensor in connection therewith shall constitute Additional Rent payable by Licensee under this License Agreement and shall be paid by Licensee to Licensor on demand. Nothing herein contained shall obligate Licensee to pay or discharge any charge created by Licensor. Licensee shall pay promptly all persons furnishing labor or materials with respect to any work by Licensee or Licensee's contractor in or about the Premises. No work which Licensor permits Licensee to do shall be deemed to be for the immediate use and benefit of Licensor and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of Licensor by reason of any consent given by Licensor to Licensee to do work in or about the Premises or provide materials therefore. Promptly upon the completion of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman (herein collectively called "Contractor"), Licensee shall deliver to Licensor a signed, acknowledged and sealed release of liens (herein called "Final Release of Claims and Liens") from each such Contractor, and Licensee shall at Licensee's expense cause a duly executed and notarized counterpart thereof to be filed with the appropriate public office of the county in which the Shopping Center is located.

**d.** Licensee shall not place signs on the Licensed Space except for signs, which have been pre-approved by the Property Manager, and all such signs are to be located entirely within the Licensed Space and must meet the criteria of the Shopping Center. Failure to comply with the signage rules of the Shopping Center is consider default of this agreement and Licensee shall be subject to a fine in the amount of \$100.00 per day, per violation until such violation is cured to the satisfaction of Licensor.

**e.** Licensee shall not overload, damage or deface the Licensed Space or do any act which might make void or voidable any insurance on the Licensed Space or the Shopping Center or which may render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Licensor regarding this subparagraph, Licensor shall have the right to collect from Licensee, upon demand, any such increase or extra premium).

**f.** Upon the expiration or earlier termination of this License, Licensee shall remove Licensee's goods and effects and those of any other person claiming under Licensee, and quit and deliver up the Licensed Space to Licensor peaceably and quietly in as good order and condition as existed at the inception of the Term, reasonable wear and tear, damage from fire and casualty excepted. Goods and effects not removed by Licensee at the termination of this License, however terminated, shall be considered abandoned and Licensor may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Licensee.

**11. Access to Licensed Space.** Licensor shall have access to the Licensed Space at all reasonable times and upon reasonable notice (except in the event of emergency), to enable Licensor (i) to examine the same and to make such repairs, additions and alterations as Licensor may be permitted to make hereunder or as Licensor may deem reasonably advisable for the preservation of the integrity, safety and good order of the Shopping Center or any part thereof; and (ii) at its sole discretion to show the Licensed Space to prospective tenants, mortgagees and purchasers.

**12. Rules and Regulations.** Licensee shall at all times comply with any and all federal, state and local statutes, regulations, ordinances, and other requirements of any of the constituted public authorities relating to the Licensed Space, the Shopping Center, or Licensee's use and occupancy thereof, as well as any and all reasonable rules and regulations imposed by Licensor for the Shopping Center. Licensee shall not cause or suffer or permit to occur in, on or under the

Licensed Space any generation, use, manufacturing, refining, emission, release, storage, presence or handling of any hazardous substances, hazardous wastes or hazardous materials (as such terms are now or hereafter defined under any environmental statute). Should such occur, Licensee shall be responsible for any and all costs associated with any violation, removal or other cost. Licensee shall at all times comply with all Rules & Regulation set forth in attached **Exhibit "B"**. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste (including, without limitation, petroleum and asbestos and derivatives therefrom) which has been or in the future is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use, storage and or disposal of which is regulated by any governmental authority. If the Premises or any other part of the Shopping Center, or any equipment, trade fixtures or other mechanical apparatus therein contains or is contaminated by any Hazardous Material as the result of any act or omission of Licensee, its assignee(s) or sublessee(s), or their respective employees, agents, contractors or invitees (collectively, "Licensee Parties"), Licensor, at its election, shall have the right to (i) cause Licensee to remove and properly dispose of same, all at Licensee's sole cost and expense and in compliance with the provisions hereof, or (ii) perform the removal and disposal thereof itself, in which event Licensee shall reimburse Licensor, on demand, for the cost incurred by Licensor in doing so and securing the certifications referred to below. Licensee shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, release, store or dispose of in or about the Premises or the Shopping Center any Hazardous Materials, or to keep, use, release or dispose of Hazardous Materials, in violation of any laws, statutes or ordinances presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws, statutes or ordinances or any judicial or administrative rulings or orders construing the same (collectively, "Environmental Laws"), nor shall Licensee suffer or permit any Hazardous Materials to be used by any Licensee Parties in any manner not fully in compliance with all Environmental Laws, in the Premises or the Shopping Center and appurtenant land. Notwithstanding the foregoing, Licensee may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for Licensee's use or for retail sale in the ordinary course of Licensee's business provided such business shall not include as a principal part thereof the sale of such Hazardous Materials (e.g. the sale of gasoline); provided that Licensee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Shopping Center and appurtenant land or the environment. Licensee shall not install any storage tanks on any part of the Premises without first obtaining Licensor's written consent. Licensee shall protect, defend, indemnify and hold Licensor harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of Licensee's failure to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials (even though permissible under all applicable Environmental Laws or the provisions of this License Agreement), or by reason of Licensee's failure to keep, observe, or perform any provision of this Section.

If Licensor elects to perform the removal of the Hazardous Material from the Premises, Licensor shall so notify Licensee of Licensor's anticipated commencement date of such work and Licensee, if required by Licensee, shall close for business not later than such date and remain closed until notified by Licensor to reopen whereupon Licensee shall promptly reopen for business. If Licensor performs such work it shall do so in compliance with all Governmental Requirements. If directed to do so by Licensor, Licensee shall remove such of its merchandise, personal property and trade fixtures as shall be required by Licensor for the completion of such work or Licensor, its contractors and subcontractors, may relocate the same within the Premises or elsewhere in the Shopping Center during the performance of such work; neither Licensor nor its contractors or subcontractors shall be liable to Licensee in any regard for any damage to or loss of such items or for any other acts occurring in the Premises during the performance of such work.

Licensee shall be responsible for, and shall indemnify, defend and save harmless Licensor, its mortgagees, and their respective partners, employees and agents, from all fines, suits, judgments, procedures, claims, actions, damages and liabilities of any kind (including without limitation clean-up costs, reasonable attorneys' fees, court costs, expert and consultant fees and expenses) arising out of or in any way connected with the generation, use, storage or handling of Hazardous Materials by any of the Licensee Parties, or any spills, releases or discharges of Hazardous Materials by any of the Licensee Parties at the Premises or any other part of the Shopping Center. Licensee shall reasonably cooperate, in good faith, in connection with any litigation or administrative proceedings with any third parties arising out of any environmental condition of the Premises. Licensee's obligations and liabilities under this Section shall be in addition to and not in limitation of those contained elsewhere in this License Agreement, shall survive the expiration or termination of this License Agreement, and shall continue so long as Licensor or its successors may remain responsible for any releases, spills or discharges of Hazardous Materials at or from the Premises which occur by reason of any action or omission by any of the Licensee Parties.

If the Term expires or terminates before Licensee and each other Licensee Party has fully performed its remediation obligations (if any) under this Section and such unperformed obligations or the subsequent performance

thereof requires occupancy of all or any part of the Premises or otherwise impairs the use and occupancy of the Premises or access thereto for customary retail purposes, then, at Licensor's sole option, Licensee shall remain liable to Licensor for an amount, as damages for the diminished use and leasability of the Premises, equal to the greater of (i) the then-fair market rental value of the Premises (without deduction for any impairment resulting from contamination by Hazardous Materials for which any of the Licensee Parties are responsible hereunder), and (ii) the Rent and all other payment obligations of Licensee under this License Agreement in effect as of the date of the expiration or termination of the Term, but in each case less any rentals actually received by Licensor acting in good faith in an effort to reasonably mitigate its damages, from the date of the termination or expiration of the Term and until such time as Licensee has fully performed all of its obligations under this Section.

**13. Relocation.** Licensor shall have the right to relocate or recapture the Licensed Space at its absolute sole discretion at any time during the term of this agreement upon immediate notice. Licensor shall have the right to refuse at Licensor's sole discretion Licensee's to exhibit, any exhibit which may be in competition with merchants in the Shopping Center, and/or which are contrary to Shopping Center rules and regulations or pose a security risk or to be controversial. Licensee disclaims and waives any recourse at law or in equity in the event of any relocation and agrees to cease operations immediately upon termination of the License.

**14. Default.** Licensee shall be in default of the License Agreement for any and all violations of the terms and conditions of this agreement specified and noted herein.

- a. Licensee shall be in default of this agreement if Licensee fails to pay any and all sums due under the terms of this agreement on or before the due date and shall be subject to additional fees and penalties in addition to all rights herein noted in this License Agreement including but not limited to any and all attorney's fees which may be incurred in enforcing or permitted by law. Licensor is not required to provide Licensee with written or verbal notice in the event of default for the non-payment of fees as specified herein and this License Agreement may be subject to immediate termination for failure to pay such fees on or before the due date.
- b. Licensee shall be in default immediately upon any violation of any non-monetary terms and condition of this agreement. In the event Licensee fails to cure such default upon immediate notification of Licensor which may be written or verbal, this agreement may be subject to immediate termination and the sole discretion of Licensor.
- c. Licensor shall have the right to refuse to permit the sale or display of any merchandise, signage, promotional display or any other such instrument within Licensed Space that Licensor determines, in its absolute sole discretion, to be in competition with other merchants in violation of the use clause or restrictions and/ or to be against Shopping Center rules and regulations, to pose a security risk or to be controversial or not conducive the shopping center's environment. Licensee shall immediately correct or comply with Licensor's direction or shall be deemed to be in default of this agreement.

**15. Licensor's Right to Cure.** Licensor may (but shall not be obligated), on five (5) days written notice to Licensee (except that no notice need be given in case of emergency) cure on behalf of Licensee any default hereunder by Licensee, and the cost of such cure (including any reasonably attorney's fees incurred) shall be deemed additional fee payable upon demand.

**16. Insurance.** Licensee shall at all times during the Term, including any renewal or extension thereof, maintain in full force and effect with respect to the Licensed Space and Licensee's use thereof: (i) comprehensive public liability insurance, covering injury to person and property in amounts at least equal to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate limit for bodily injury, and One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate limit for property damage, with increases in such limits as Licensor may from time to time reasonably request; (ii) workmen's compensation insurance in amounts required by law with employer's liability coverage of not less than One Million Dollars (\$1,000,000.00) covering all persons employed by Licensee and its agents; and (iii) adequate insurance coverage for the full replacement value of all of its equipment, furniture, supplies and inventory. All liability insurance policies shall name **Licensor Promenade, LLC and Stoltz Management of Delaware, Inc.** and at Licensor's request any mortgagee of all or any portion of the Shopping Center **as additional insureds.** Licensee shall lodge with Licensor duplicate originals or certificates of such insurance at or prior to the commencement of the Term, together with evidence of paid-up premiums. All such policies or certificates shall provide that such insurance coverage may not be canceled or materially amended unless Licensor and any mortgagee designated by Licensor as aforesaid are given at least thirty (30) days prior written notice of the same.

**17. Waiver of Subrogation.** Each party hereto hereby waives any and every claim which arises or which may arise in its favor against the other party hereto during the Term, including any extension or renewal thereof, for any and all loss

of, or damage to, any of its property located within or upon or constituting a part of the Shopping Center, to the extent that such loss or damage is covered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waivers of claims. Each party agrees to request its insurers to issue policies containing such provisions and if any extra premium is payable therefore, the party which would benefit from the provision shall have the option to pay such additional premium in order to obtain such benefit.

**18. Subordination.** This License is and shall be subject and subordinate to all the terms and conditions of all underlying mortgages and to all ground or underlying leases of the Shopping Center which may now or hereafter encumber the Shopping Center and/or the property on which it is located, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this License, Licensee shall execute, within five (5) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. If Licensor has attached to this License, or subsequently delivers to Licensee, a form of subordination agreement required by a mortgagee of the Shopping Center and/or the property on which it is located, Licensee shall execute and return the same to Licensor within five (5) days after receipt thereof by Licensee. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case this License shall continue in full force and effect at the option of the party holding the superior lien, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

**19. Liability.**

**a.** Licensee agrees that Licensor, the property manager and their respective officers, employees and agents shall not be liable to Licensee, and Licensee hereby releases said parties, for any personal injury or damage to or loss of personal property in the Licensed Space from any cause whatsoever unless such damage, loss or injury is the result of the gross negligence of Licensor, its agents or employees. Licensor shall not be liable to Licensee for any such damage or loss whether or not the result of the gross negligence or willful misconduct of Licensor, its agents or employees to the extent Licensee would be covered by insurance that Licensee is required to carry hereunder. Licensee shall and does hereby indemnify and hold Licensor harmless of and from all loss or liability incurred by Licensor (including, without limitation, reasonable attorney's fees) in connection with any failure of Licensee to fully perform its obligations under this License and in connection with any personal injury or damage of any type or nature occurring in, or resulting out of Licensee's use of, the Licensed Space, unless due to the gross negligence of Licensor, its agents or employees. LICENSEE IS RESPONSIBLE FOR AND SHALL INDEMNIFY LICENSOR FOR ANY ENVIRONMENTAL CONDITIONS THAT MAY ARISE IN THE SHOPPING CENTER AS A RESULT OF THE PLACEMENT AND LOCATION IN THE SHOPPING CENTER.

**b.** Notwithstanding anything to the contrary contained in this License, it is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Licensor or its members, partners, shareholders or trustees, or any of their respective members, partners, shareholders or trustees, and any liability for damage or breach or nonperformance by Licensor, or for Licensor's negligence, shall be collectible only out of Licensor's interest in the Shopping Center and no personal liability is assumed by, nor at any time may be asserted against, Licensor or its partners, shareholders or trustees or any of its or their partners, shareholders, trustees, officers, agents, employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Licensee. Notwithstanding anything to the contrary contained in this License, in no event shall Licensor be liable to Licensee for any consequential damages, lost profits, loss of business or other similar damages, regardless of whether the same arises out of the negligence of Licensor, its agents or employees.

**20. Holding-Over.** Should Licensee continue to occupy the Licensed Space after the expiration or earlier termination of the Term without Licensor's prior written consent, such license shall (without limitation of any of Licensor's rights or remedies therefore) be one at sufferance at a license fee equal to one hundred fifty percent (150%) of the then fair market rent for the Licensed Space as reasonably determined by Licensor.

**21. Sublicense and Assignment.** Licensee may not sublicense, assign, sublease, mortgage or encumber this License nor any right or interest herein and may not suffer or permit the Licensed Space or any part thereof to be used by others without the prior written consent of Licensor which consent shall be at Licensor's sole discretion.

**22. Option to Terminate/ Termination.** Licensor shall have the option, in its sole discretion to terminate the License Agreement by providing thirty (30) days advanced written notice to Licensee at any time during the term without cause. If such Termination Option is exercised, this agreement shall terminate as of the date set forth in the Termination Notice, such date not to be earlier than thirty (30) days after the date of Termination Notice. Upon termination of this agreement

as stated herein or the termination of this agreement as set forth in Sections 13 and/or 14, Licensee shall immediately remove all personal belongings from the premise and return the premise to Licensor in a broom swept, clean and neat condition and shall make or be responsible to make or reimburse Licensor for all damages, and or the removal of all trash, debris, Licensee's property or trade fixtures from the premise. Licensor shall have the sole right to require Licensee to remove such items during non-business hours so as to not disrupt the operation of the center.

**23. Hours of Operation** Licensee shall be open for business in the Licensed Area during the entire Term at such hours and on such days and evenings of the week as may be determined by Licensor to be in the interests of the Center as a whole; Licensor will provide Licensee with written notice of the hours of the Shopping Center as they may change from time to time. Licensee agrees that being open at such times and days, including prompt opening at the beginning of each business day, goes to the essence of the parties' agreement hereunder and that Licensor's remedies hereunder, and at law on account of Licensee's violation thereof, may not be adequate. Licensee therefore agrees that, with respect to any day during the Term that Licensee will fail to be open as set forth herein, Licensor may increase the License Base Rent Fees with respect to said day to the sum of : (i) one hundred fifty percent (150%) of the applicable rate for each day in which Licensee so fails to be open as set forth herein; and (ii) one hundred fifty percent (150%) of the average daily Percentage Rent theretofore due from Licensee on account of the days it has been open; provided that, in no event will the License Base Rent Fees be increased to less than ONE HUNDRED DOLLARS (\$100.00) per day. Further, with respect to any day during the Term that the Licensee will fail to open for business promptly at the stipulated opening hour, Licensee shall pay a late opening charge of TWENTY FIVE DOLLARS (\$25.00), which will immediately become due and payable. The liquidated damages provided in this paragraph shall not be in lieu of Licensor's other remedies hereunder, or at law or in equity, and acceptance by Licensor of such sums shall not be deemed an election of remedies, nor shall it preclude Licensor from seeking any other remedy permitted by Licensor on account thereof. All set-ups and breakdowns within the Licensed Area must be completed either prior to the Center's opening or after the Center's closing. No store breakdowns nor set-ups will occur during normal operating hours of the Center.

**24. Sales Reports/Audit** "Gross Sales" shall be the total amount charged or allowed for all goods and services sold, leased, or supplied by, at or through the Licensed Area, excluding sales taxes collected and paid to the appropriate governmental authority. Licensee shall submit to Licensor a written report ("Sales Report") of all Gross Sales for each weekly period, or portion thereof, ending on Saturday during the License Term. The format of Licensee's Sales Report shall be either a written report on a form provided by Licensor or an approved computer report generated by Licensor's approved central system. The Sales Report shall be certified by Licensee to be true and correct. Licensee shall deliver a Sales Report for each month to Licensor on or before the fifth of each month throughout the License Term. Any Percentage Rent owing shall be payable within five (5) days after the end of each month of the License Term or, if specified by Licensor in writing, on a different day. In the event Licensee fails to deliver the Sales Report by the time it is due, Licensee shall pay Licensor a late charge of One Hundred (\$100.00) dollars, which shall become immediately due and payable. Licensee shall preserve its books and records for at least two (2) years after the end of the Term. Upon demand, Licensee shall furnish Licensor copies of its sales tax reports for such periods as Licensor shall request. Licensor shall have the right at any time, on not less than three (3) days written notice, to audit or examine Licensee's books and records relating to its Gross Sales, including sales tax report. If any deficiency in the payment of the Percentage Rent or License Base Rent Fees is disclosed by such audit, Licensee shall immediately pay such delinquency plus the cost of the Licensor's audit. If any such audit discloses additional Percentage Rent or License Base Rent Fees liability with respect to any statement submitted by Licensee by five percent (5%) or more, Licensee shall be in default under this Agreement and Licensor shall have the rights set forth herein to treat existence of such liability as an Event of Default in addition to the rights set forth in this paragraph.

**25. Interest and Late Charges** All fees including but not limited to License Base Rent Fees and all additional charges shall be due and payable on or before the designated due dates and must be paid via certified check or money order. Payments shall be deemed to have been made when actually received by Licensor. In the event that Licensee shall fail to deliver to Licensor any fees or other charges by the due date thereof, interest on the unpaid amount shall accrue from the fifth (5) day after the date due through the date of payment at the rate of one and one-half percent (1 1/2%) per month or the highest rate permitted by law, whichever is less. In addition to said interest, if Licensee shall fail to submit any payment within five (5) days after the date due, Licensee shall pay to Licensor a late charge equal to five percent (5%) of the amount due or Two Hundred fifty dollars (\$250.00), whichever is greater for each and every day until such balance and late fees as well as interest is paid in full. Payment of interest and late charges shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

**26. Notices** All notices required to be given by Licensor to Licensee shall be sufficiently given by leaving the same upon the Licensed Space, by overnight express delivery service or by courier service delivery against written receipt or

signed proof of delivery, or mailing the same by registered or certified mail, return receipt requested, to the Licensed Space. Notices given by Licensee to Licensor must be given by registered or certified mail, return receipt requested, overnight express delivery service or by courier service delivery against written receipt or signed proof of delivery, to Licensor at the following addresses:

**Promenade, LLC**  
c/o General Counsel  
725 Conshocken State Road  
Bala Cynwyd, Pa 19004

and to such other person and address as Licensor may from time to time designate in writing.

**27. Miscellaneous.**

**a.** Licensee represents and warrants to Licensor that Licensee has dealt with no broker, agent or other intermediary in connection with this License. Licensee agrees to indemnify, defend and hold Licensor and its members, partners, employees, agents, and their officers and partners, harmless from and against any claims made by any broker, agent or other intermediary with respect to a claim for broker's commission or fee or similar compensation brought by any person in connection with this License, provided that Licensor has not in fact retained such broker, agent or other intermediary.

**b.** Time is of the essence of this License and all of its provisions

**c.** If Licensor is delayed or prevented from performing any of its obligations under this License by reason of causes beyond Licensor's control, the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by Licensor.

**d.** Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this License or any amendments or exhibits hereto.

**e.** It is agreed that nothing in this License shall be deemed or construed as creating a partnership, joint venture, or a relationship of landlord and tenant between Licensor and Licensee.

**f.** No alteration, amendment, modification, waiver, understanding or addition to this License shall be binding upon Licensor unless reduced to writing and signed by Licensor or by a duly authorized agent of Licensor empowered by a written authority signed by Licensor. Licensee agrees to execute any amendment to this License required by a mortgagee of the Shopping Center, which amendment does not materially adversely affect Licensee's rights or obligation hereunder.

**g.** The captions of the paragraphs in this License are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

**h.** If any provision contained in this License shall, to any extent, be invalid or unenforceable, the remainder of this License (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this License shall be valid and enforceable to the fullest extent permitted by law.

**i.** This License shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

**j.** This License may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement. For purposes of this License, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this License by telecopier shall also deliver an original executed counterpart of this License, but the failure to deliver an original executed counterpart shall not affect the validity of this License.

**k.** No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Space, or any appurtenances thereto, shall be deemed or construed to have been created, or vest in Licensee by anything contained in this License.

(Signature page to follow)



IN WITNESS WHEREOF, the parties hereto have executed this License or caused this License to be executed by their duly authorized representatives the day and year first above written.

LICENSOR: Promenade, LLC

By: \_\_\_\_\_  
Authorized Signature

LICENSEE: South Bay Cities Council of Governments

\_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_

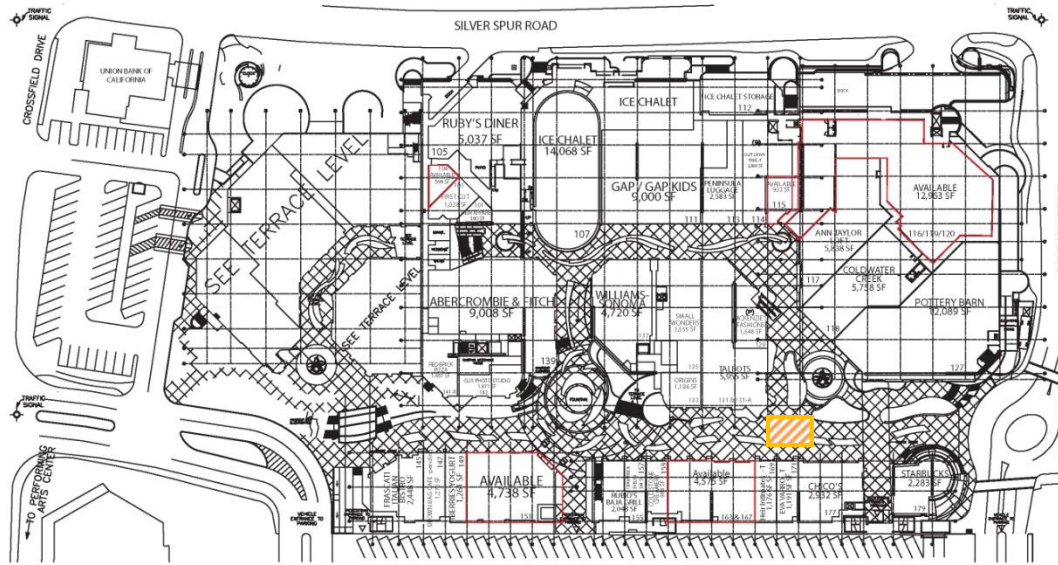
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

LICENSED SPACE

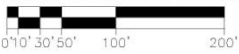
SUCH LOCATIONS AS AGREED TO BY BOTH PARTIES WITHIN PROMENADE ON THE PENINSULA MALL.



PASEO LEVEL (LEVEL 1)

**PROMENADE ON THE PENINSULA**

ROLLING HILLS ESTATES, CALIFORNIA



**STOLTZ**

Owner:  
Stoltz Management of DE  
725 Conshohocken State Road  
Bala Cynwyd, PA 19004  
Phone: 610.667.5800  
Fax: 610.664.1976

Project:  
Promenade on the Peninsula  
550 Deep Valley Drive  
Rolling Hills Estates, CA 90274

Joseph Soussana, SCLS  
Senior VP - Leasing  
phone: 610.667.5800 x 202  
mobile: 847.922.7321  
fax: 610.617.1976  
jsoussana@stoltzusa.com

Promenade on the Peninsula  
550 Deep Valley Drive  
Rolling Hills Estates, CA 90274  
phone: 310.354.0688

Issue Date: 2-28-11

## Exhibit "B"

### RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through entrances, designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or the Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed outside of the Leased Premises and shall be prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
4. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises, or on the Shopping Center, without in each instance, the written consent of Landlord, such consent shall not be unreasonably withheld or delayed. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers played at levels to be audible to outside the lease premises (including neighboring spaces), televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord, such consent shall not be unreasonably withheld or delayed.
6. If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The outside areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant agrees to instruct and require all of its personnel, employees and other persons working from Tenant's leased space to park their vehicles in the parking lot as shown on **Exhibit "C"** attached hereto. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant ten dollars, (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages.
9. Plumbing facilities in the Leased Premises shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
10. Tenant shall use at Tenant's cost such pest extermination contractor.
11. Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
12. Tenant, its agents or employees, shall no in any way, obstruct the sidewalks, parking area or areas, entry passages, corridors, hall, lobby or stairways, or use the same in any other way than as a means of passage to and from their respective offices, nor permit anything to be done in the Premises, nor bring nor keep anything therein which will in any way increase or tend to increase the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by the Board of Health.

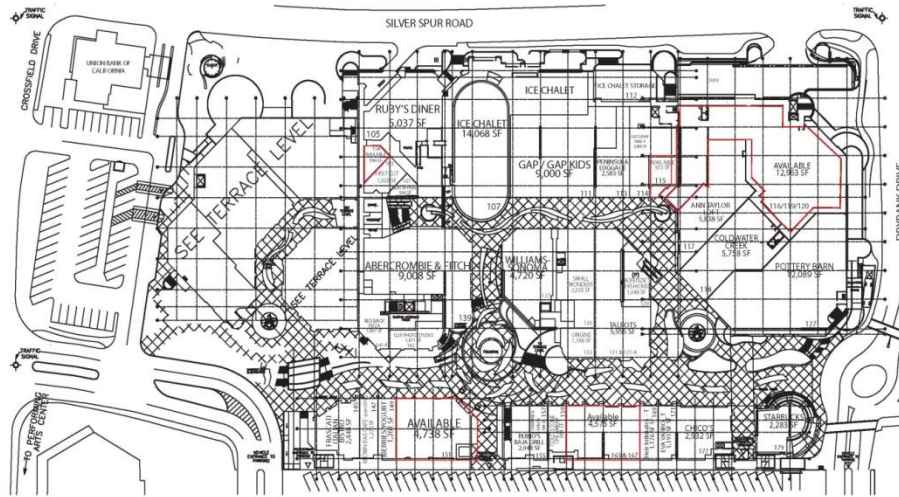
13. No sign, advertisement or notice shall be inscribed planted or affixed on any part of the outside of the Building without the written consent of Landlord. Tenant, its employees and agents, shall not solicit business in the parking or other common areas of the Building nor shall Tenant, its employees or agents, distribute any handbills or other advertising matter in the Building.

14. In the event Tenant installs locks on any doors, Landlord shall be supplied with keys to each and any doors, including locks on doors to private offices upon vacating space.

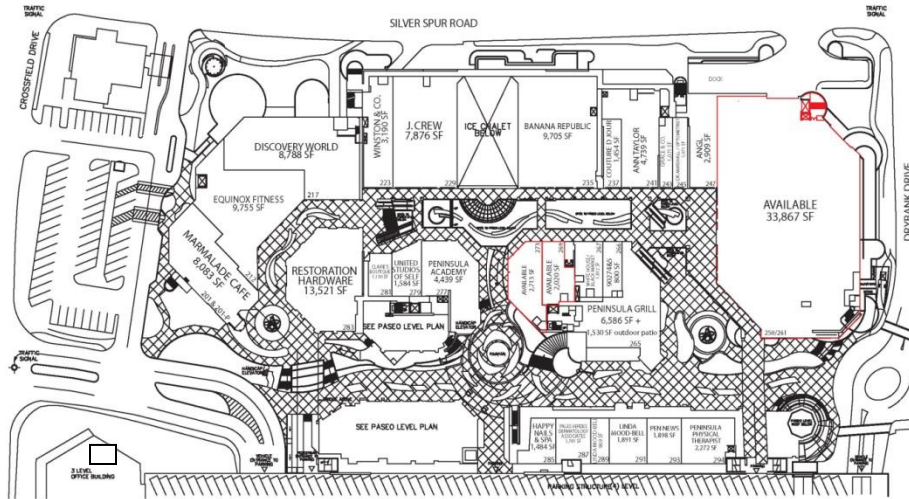
15. Landlord reserves the right to make such other or further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

## Exhibit "C"

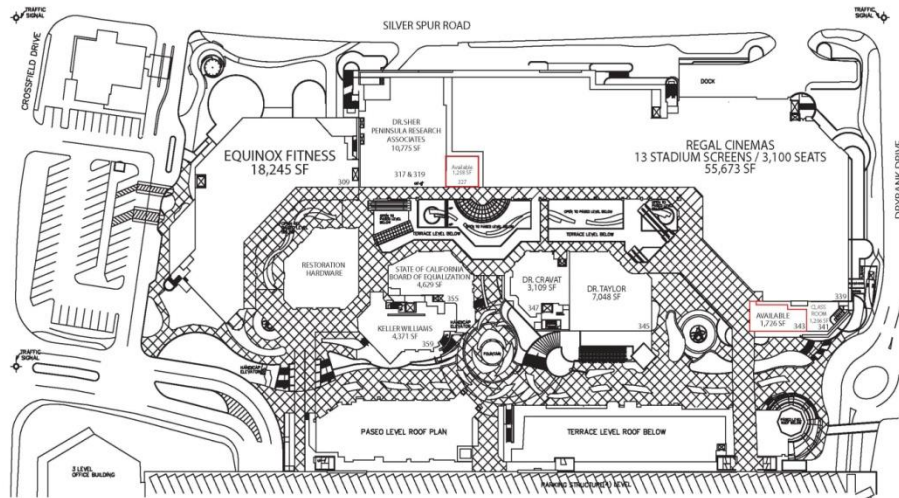
SUCH LOCATIONS AS AGREED TO BY BOTH PARTIES WITHIN PROMENADE ON THE PENINSULA MALL



PASEO LEVEL (LEVEL 1)



TERRACE LEVEL (LEVEL 2)



PROMENADE LEVEL (LEVEL 3)