

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____, 2017, is between SVAP POMPANO CITI CENTRE, L.P., a Delaware limited partnership, having an address at 340 Royal Poinciana, Suite 316, Palm Beach, FL 33480 ("Licensor"), and the CITY OF POMPANO BEACH, having an address at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 ("Licensee").

Recitals

A. Licensor is the owner of Pompano Citi Centre Shopping Center (the "Center"), located in Pompano Beach, Florida.

B. Licensee desires to license from Licensor and Licensor is willing to license to Licensee that portion of the Center marked on Exhibit A attached hereto and made a part hereof (the "Space").

C. Therefore, in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Agreement

1. Grant of Use License; Condition of Space.

1.1 Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a license to use the Space, upon and subject to all of the terms, covenants, fees and conditions herein- after set forth.

1.2 Licensee will accept the Space in the condition and state of repair on the date hereof, "as is", and Licensee expressly acknowledges and agrees that Licensor has made no representations with respect to the Space and is not obligated to make repairs to, or to perform any work at, the Space.

2. Term. The term (the "Term") of this Agreement will commence on the date on which possession of the space is tendered by Licensor to Licensee (the "Commencement Date") and will expire forty five (45) days following the Commencement Date (the "Expiration Date"), unless sooner terminated as hereinafter provided.

3. License Fee. Licensee shall not be obligated to pay to Licensor a license fee from the Commencement Date through the Expiration Date.

4. Permitted Use. Licensee will use the Space solely for painting Artwork and for no other purpose.

5. Licensee's Obligations.

5.1 Rules and Regulations. The rules and regulations attached hereto and made a part hereof as Exhibit B are hereby made a part hereof (the "Rules and Regulations"). Licensee hereby agrees to comply with and observe all of the Rules and Regulations. Licensee acknowledges that Licensee's failure to keep and observe the Rules and Regulations will constitute a breach of the terms of this Agreement. Licensor reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt and promulgate additional rules and regulations applicable to the Space or as may be required by management of the Center. Notice of such additional rules and regulations, and amendments and supplements, if any, will be given to the Licensee, whereupon the same will be deemed incorporated herein and Licensee will be bound thereby.

5.2 Conduct of Business. Licensee covenants and agrees to operate and conduct within the Space the business it is permitted to operate and conduct under the provisions of this Agreement. Licensee agrees to (a) conduct Licensee's business at all times in a first-class manner consistent with reputable business standards and practices; and (b) keep and maintain the Space in a neat, safe, clean and orderly condition.

5.3 Care and Restoration of the Space.

5.3.1 Without limiting any other provision of this Agreement, Licensee will take good care of the Space, suffer no waste or injury thereto and will comply with all laws, orders and regulations applicable to the Space and the tenants of the Center and Licensee's use or manner of use thereof.

5.3.2 Licensee will not make any alteration, addition or improvement in or to the Space of any kind or nature without Licensor's prior written consent in each instance.

5.3.3 Upon the Expiration Date or earlier termination of the Term, (i) Licensee will no longer have a license to use the Space, (ii) the Space must be broom clean, in good order and condition, ordinary wear and tear excepted, and (iii) Licensee will remove all of its property therefrom.

5.4 Utilities. Licensor will be responsible for all utility services that exclusively serve the Space irrespective of whether the utility services are located inside or outside the Space. However, Licensor will not be liable for any damage to the Space or property therein, loss of business, or otherwise because of any interruption or cessation of such utility services.

5.5 Insurance.

5.5.1 Licensee agrees to carry, during the term hereof, Workers' Compensation Insurance, if not exempted by law, Employer's Liability Insurance and Commercial General Liability Insurance on the Space. Licensee agrees to name Licensor and Sterling Retail Services, Inc. on Licensee's Commercial General Liability Insurance, which insurance will be with companies licensed to do business in the State of Florida for limits of not less than \$2,000,000 Combined Single Limit for Personal Injury including Bodily Injury and Death or Property Damage Liability and containing a Contractual Liability endorsement. Such policy will contain a provision that Licensor and Licensee will be given a minimum of thirty (30) days written notice by registered mail by the insurance company prior to cancellation, termination or change in such insurance. Licensee further agrees to carry "All Risk" Insurance (as understood in the insurance industry) including sprinkler leakage coverage for the full replacement value covering all Licensee's good and merchandise, and all other items and personal property of Licensee located on or within the Space. Replacement value is understood to mean the cost to replace without deduction for depreciation. A deductible of not more than \$1,000 will be permitted for such "All Risk Insurance". Licensee also agrees to carry business automobile liability insurance covering owned, non-owned and leased vehicles for limits of not less than \$500,000. Whenever, in Licensor's reasonable judgment, good business practice or change in conditions indicate a need for additional or different types of insurance, Licensee will upon request obtain such insurance at its own expense. Licensee will provide Licensor with copies of the insurance policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

5.5.2 Licensee further agrees to obtain certificates of insurance evidencing Commercial General Liability Insurance, including Workers' Compensation Insurance and Employer's Liability Insurance from any Contractor or Subcontractor engaged for repairs or maintenance during the term hereof. Such Liability Insurance must be for minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury including Death and Property Damage Liability.

5.5.3 Licensee hereby, on behalf of its insurance companies insuring the Space, its contents, Licensee's other property or other portions of the Center, waives any claims which Licensee may have against the Licensor to the extent covered by Licensee's insurance companies. Licensee will secure an appropriate clause in, or an endorsement from such insurance policies, pursuant to which the respective insurance companies waive subrogation against Licensor.

5.5.4 All Licensee policies provided for herein will be issued by insurance companies acceptable to Licensor in its sole and absolute discretion. Evidence of all insurance required to be obtained by Licensee pursuant to this Agreement must be on file with Licensor before the Commencement Date. Evidence of all such insurance must be kept current at all times. All Licensee policies will contain a provision that the policy and the coverage evidenced thereby will be primary and non-contributing with respect to any policy carried by Licensor and that any policy carried by Licensor will be excess insurance.

5.6 Environmental Matters.

5.6.1 During the Term, Licensee will comply with all Environmental Laws and Environmental Permits (as such terms are defined below) applicable to the operation or use of the Space, will cause all other persons using the Space to comply with all such Environmental Laws and Environmental Permits, will immediately pay all costs and expenses incurred by reason of such compliance, and will obtain and renew all Environmental Permits required for operation or use of the Space. Licensee will not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal, of Hazardous Materials (as such term is defined below) on the Space or the Center or transport or permit the transportation of Hazardous Materials to or from the Space or the Center.

5.6.2 Licensee will immediately advise Licensor in writing of any of the following: (a) any pending or threatened Environmental Claim (as defined below) against Licensee relating to the Space; (b) any condition or occurrence on the Space that (i) results in noncompliance by Licensee with any applicable Environmental Law, or (ii) could reasonably be anticipated to form the basis of an Environmental Claim against Licensee or Licensor, and (c) the actual or anticipated taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Material on the Space.

5.6.3 For purposes hereof, (a) "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or any Hazardous Materials; (b) "Environmental Permits" means all permits, approvals, identification numbers, licenses and other authorizations required under any Environmental Law; (c) "Hazardous Materials" means (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form, urea formaldehyde foam insulation and radon gas, (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants" or words of similar import, under any applicable Environmental Law, and (iii) any other substance exposure which is regulated by any governmental authority; and (d) "Environmental Claim" means (x) any administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permits (y) any claims by any governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, or (z) any claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

6. Representations and Warranties of Licensee. Licensee represents and warrants to Licensor, which representations and warranties will survive the Expiration Date or earlier termination of this Agreement, that: (a) Licensee has the power and authority to enter into this

Agreement; (b) this Agreement is binding and enforceable by Licenser against Licensee in accordance with its terms; and (c) Licensee has obtained all permits and licenses required by state or local law to conduct the business of Licensee in the Space.

7. Indemnification of Licenser. Subject to Licensee's rights, privilege, immunities and limits, all as set forth in Section 768.28, Florida Statutes, Licensee agrees to indemnify, protect, defend and hold Licenser free and harmless from and against all liabilities, losses, obligations, damages and penalties, claims, costs and expenses attributable to the negligence or actions of Licensee, its officials, officers, employees or agents and such obligations shall survive the expiration or sooner termination of this Agreement.

8. Events of Default; Remedies.

8.1 Events of Default. If Licensee will default in the performance of or compliance with any of the provisions of this Agreement (including the Rules and Regulations) to be performed by Licensee (other than any default curable by the payment of money), and, unless expressly provided elsewhere in this Agreement that no notice or opportunity to cure such default is to be afforded Licensee, such default will continue for a period of fifteen (15) days after notice thereof is given by Licenser to Licensee then such will be deemed an "Event of Default".

8.2 Remedies upon Default.

8.2.1 Upon the occurrence of any Event of Default, Licenser will have the option to pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any and all remedies available to Licenser under the laws of the State of Florida:

(a) Licenser may give Licensee notice of its election to terminate this Agreement, effective on the date specified in the notice, whereupon Licensee's right to use of the Space will cease and this Agreement, except as to Licensee's liability determined in accordance with Section 8.2.2, will be terminated.

(b) Licenser and its agents may immediately enter the Space and, by any lawful means, remove Licensee and those claiming by, through or under Licensee and, thereafter, allow any other person or entity to use the Space. In addition, Licenser may, by any lawful means, take possession of all equipment and fixtures of Licensee situated in or about the Space and may sell all or any part thereof at public or private sale. Licensee agrees that ten (10) days' prior notice of any public sale and ten (10) days' prior notice of any private sale will constitute reasonable notice. The proceeds of any such sale will be applied in the manner designated by Licenser in its sole discretion. Licenser will not be liable for any loss or damages (including consequential damages) incurred by Licensee, and Licenser will not be liable for trespass or conversion, on account of any actions taken pursuant to this Section 8.2.1(b).

(c) Licensors may perform, on behalf of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform, the cost of which performance by Licensors, together with interest at the rate of twelve percent (12%) thereon from the date of such expenditure to the date of repayment in full, will be payable by Licensee to Licensors upon demand.

8.2.2 No payments of money by Licensee to Licensors after the expiration or other termination of this Agreement after the giving of any notice by Licensors to Licensee will reinstate or extend the Term, or make ineffective any notice given to Licensee prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment terminating Licensee's right to use the Space, Licensors may receive and collect any sums due under this Agreement and the payment thereof will not make ineffective any notice, or in any manner affect any pending suit or any judgment previously obtained.

8.3 Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder will preclude any other or further exercise thereof.

9. Assignment. Notwithstanding anything to the contrary contained herein, Licensee, for itself, its successors and assigns, expressly covenants that it will not assign (whether by operation of law or otherwise), pledge or otherwise encumber this Agreement, or permit any other person or entity to use all or any portion of the Space. Licensors reserves the right to transfer and assign its interest in and to this Agreement to any entity or person who will succeed to Licensors' interest in and to the Lease. If the Licensee is a corporation or a partnership, the provisions of this Section will apply to a transfer (by one or more transfers) of a majority of the stock of, or interests in, Licensee, as the case may be, as if such transfer of a majority of the stock of, or interests in, Licensee were an assignment of this Agreement.

10. Relocation of Space. Licensors expressly reserves the right (but will in no event be obligated) prior to and/or during the Term, at its expense, to remove Licensee from the Space and relocate Licensee in another comparable space, of Licensors's choosing, of approximately the same dimensions and size within the Center. Licensee agrees to fully cooperate with Licensors and its agents and employees in all aspects of the relocation. During the relocation period Licensors will use reasonable efforts not to unduly interfere with Licensee's business activities, and Licensors agrees to substantially complete the relocation within a reasonable time under all then-existing circumstances. This Agreement and each of its terms, covenants and conditions will remain in full force and effect and be applicable to any such new space, and such new space will be deemed to be the Space demised hereunder and a new Exhibit A showing the new space as the "Space" will be added to the Agreement. Upon request, Licensee will execute and deliver to Licensors any documents which may be called for to evidence and confirm the relocation and Licensee agrees that Licensors's exercise of its election to remove and relocate Licensee will not release Licensee in whole or in part from its obligations hereunder for the full Term.

11. No Lease. This Agreement does not and will not be deemed to constitute a lease or a conveyance of the Space by Licensors to Licensee or to confer upon Licensee any right, title, estate or interest in or to the Space. This Agreement grants to Licensee only a personal privilege to use the Space for the Term hereof, and only on the terms and conditions set forth herein. Licensee hereby expressly acknowledges that (a) the provisions of this Agreement, including the benefits and the burdens, do not run with the land and (b) this Agreement will not be deemed coupled with an interest under any circumstances.

12. General Provisions.

12.1 Use After Term. If Licensee continues to use the Space after the expiration or other termination of the Term, then, at Licensors option, Licensee will be deemed to be using the Space as a day-to-day licensee only, at a daily license fee equal to Twenty Five and 00/100 Dollars (\$25.00) per day. Such day-to-day license may be terminated by Licensors or Licensee by delivery to the other of notice of such termination.

12.2 Limitation of Licensors Liability. In no event will Licensors be liable to Licensee for any failure of other licensees in the Space to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other licensees. Notwithstanding anything to the contrary provided in this Agreement, neither Licensors, any officers, shareholders, principals, directors, employees, partners, or agents of Licensors, nor any of their successors and assigns, will have any personal liability with respect to any of the provisions of this Agreement and, if Licensors is in breach or default with respect to its obligations or otherwise, Licensee will look solely to Licensors's interest in the Space for the satisfaction of Licensee's remedies.

12.3 No Broker. As part of the consideration for the granting of this Agreement, Licensee represents and warrants to Licensors that no broker or agent negotiated or was instrumental in negotiating or consummating this Agreement other than Sterling Retail Services, Inc.

12.4 Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, except by a writing making specific reference to this Agreement which is signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

12.5 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

12.6 Severability. If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision will be inapplicable and deemed omitted to the extent so contrary,

prohibited or invalid, but the remainder hereof will not be invalidated thereby and will be given full force and effect so far as possible.

12.7 Waivers. The failure or delay of Licensor at any time to require performance by Licensee of any provision of this Agreement, even if known, will not affect the right of Licensor to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by Licensor of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on Licensee in any case will, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

12.8 Notices. All notices, requests, consents and other communications required or permitted under this Agreement will be in writing (including facsimile communications) and will be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, to the addresses listed above or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice will be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission with confirmed answer back if by facsimile, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12.9 Governing Law. The provisions of this Agreement will be governed and interpreted in accordance with the laws of the State of Florida.

12.10 Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or will occur in Broward County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Broward County or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

12.11 Waiver of Trial By Jury. It is mutually agreed by and between Licensor and Licensee that the respective parties hereto will and hereby do WAIVE TRIAL BY JURY in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Agreement. This waiver is made without duress and only after each of the parties hereto has had the benefit of advice from legal counsel as to this Agreement. Licensee further agrees that it will not interpose any counterclaim or counterclaims in any summary proceeding or in any action based upon non-payment of any fees.

12.12 No Offer. This Agreement does not constitute an offer to license the Space to Licensee and Licensee will have no rights with respect to the Space unless and until Licensor, in its sole and absolute discretion, elects to be bound hereby by executing and unconditionally delivering to Licensee an original counterpart hereof.

12.13 Public Records. Licensee is a public agency subject to Chapter 119, Florida Statutes. Licensor shall comply with Florida's Public Records Law, as amended. Specifically, Licensor shall:

(a) Keep and maintain public records required by the Licensee in order to perform the service.

(b) Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the license term and following completion of the license if the Licensor does not transfer the records to the Licensee.

(d) Upon completion of the license, transfer, at no cost to the Licensee, all public records in possession of the Licensor, or keep and maintain public records required by the Licensee to perform the service. If the Licensor transfers all public records to the Licensee upon completion of the contract, the Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensor keeps and maintains public records upon completion of the contract, the Licensor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee, upon request from the Licensee's custodian of public records in a format that is compatible with the information technology systems of the Licensee.

Failure of the Licensor to provide the above described public records to Licensee within a reasonable time may subject Licensor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

12.14 Governmental Immunity. The Licensee is a political subdivision of the State of Florida and nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the Licensee. Each party agrees to be fully responsible for the acts and omissions of its agents to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

12.15 Entire Agreement. This Agreement, including the Rules and Regulations attached hereto and made a part hereof as Exhibit B, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

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THE PARTIES have executed and delivered this Agreement as of the day and year first above written.

LICENSOR:

Witnesses:

SVAP POMPANO CITI CENTRE, L.P., a
Delaware limited partnership

Print Name

BY: SVAP Pompano Citi Centre GP, LLC, a
Delaware limited liability company, its general
partner

BY: SVAP GP, LLC, a Delaware limited liability
Company, its manager

Print Name

By: _____
Signature

Print Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as manager of SVAP GP, LLC, a Delaware limited company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF _____

Name of Acknowledger Typed, Printed or Stamped

Commission Number

LICENSEE:

Witnesses:

LICENSEE OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Print Name

By: _____

GREGORY P. HARRISON, LICENSEE MANAGER

Print Name

Attest:

(SEAL)

ASCELETA HAMMOND, LICENSEE CLERK

Approved As To Form:

MARK E. BERMAN, LICENSEE ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as Licensee Manager and **ASCELETA HAMMOND** as Licensee Clerk of the Licensee of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

8/31/17
L:agr/devser/2017-1001ff

EXHIBIT A

Site Plan

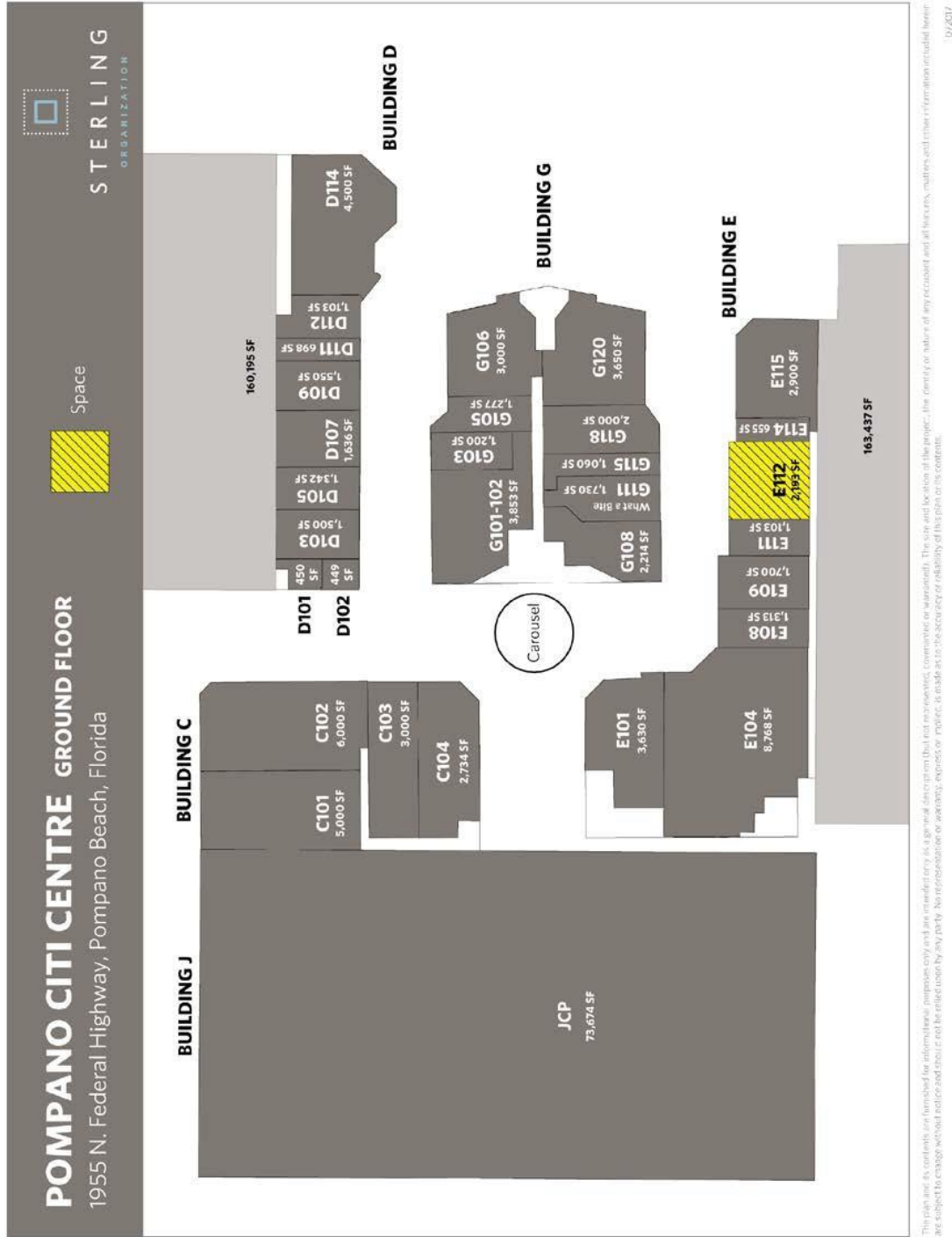


EXHIBIT B

Rules and Regulations

Licensee covenants and agrees that Licensee will comply with the rules and regulations set by Licensor from time to time for the operation of the Center, including but not limited to the following:

1. Licensee shall use the Space in a careful, safe and proper manner and shall keep the Space in a clean and safe condition in accordance with this License and local ordinances and the lawful direction of proper public officers.

2. All signage located in and upon the Space, if any, must be approved by Licensor prior to installation or placement. All signs, placards, banners, pennants or other advertising matter shall be prepared in a professional manner. NO HANDWRITTEN OR NON PROFESSIONALLY PRODUCED SIGNS SHALL BE ALLOWED.

3. Licensee shall not display merchandise outside the Space, but only in, upon and from the Space.

4. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Licensor.

5. All garbage and refuse shall be kept in the kind of container specified by Licensor, and shall be placed and prepared for collection in the manner and at the times and places specified by Licensor. Licensor reserves the right to require Licensee not to maintain any garbage or refuse container about the Space, but instead to use the mall-supplied refuse containers elsewhere in common areas (or in areas designated by Licensor).

6. No radio or television aerial shall be erected on or within the Space. Any aerial so installed shall be subject to removal without notice at any time.

7. No loudspeakers, televisions, phonographs, radios, flashing lights or other devices shall be used in or within the Space except as may be specifically permitted from time to time by Licensor, in Licensor's sole discretion.

8. No auction, fire, bankruptcy, going out of business, or selling-out sales shall be conducted on or about the Space.

9. Licensee shall not place nor permit any obstructions, garbage, refuse, vending machines, merchandise, racks, or displays in such areas or any areas other than in or upon the Space in the manner permitted or required herein or in the License to which these rules are attached.

10. Licensee shall not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise and which may be deemed offensive in nature.

11. Licensee, its employees and/or its agents, shall not distribute any handbills or other advertising matter in the Center or on automobiles parked in the parking areas.

12. Licensee and Licensee's employees shall not park their motor vehicles in those portions of the parking area designed for customer parking by Licensor. Licensee shall furnish Licensor the state automobile license numbers assigned to Licensee's motor vehicle or vehicles and the vehicles of Licensee's employees within five (5) days after the request therefore by Licensor, and Licensee shall thereafter notify Licensor of any changes of the same within five (5) days after such changes occur. If Licensee or Licensee's employees shall park in portions of the parking area designated for customer parking, and such vehicle or vehicles continue to be parked in said customer parking after such notice of such violation is given to Licensee or is given to Licensee's employees by Licensor, Licensor may at any time thereafter, in addition to any other remedies Licensor may have, (i) charge Licensee, at a minimum Twenty Five and NO/100 Dollars (\$25.00) per day for each day or partial day per car parked in any areas other than those designated, (ii) attach violation stickers or notices to such cars and (iii) have any such vehicle removed at Licensee's expense.

13. All construction work shall be performed during non-business hours, and shall conform to building code requirements. Licensee may not perform any construction work within the Space without the prior written consent of Licensor in each instance.

14. Licensee shall at all times offer customers a satisfactory return and/or exchange policy on all purchases. In the event Licensee cannot satisfy customer with an exchange, Licensee shall be required to fully refund the customer the complete purchase price in the form of payment made to Licensee. This policy shall not apply if the complaint primarily arises out of customer negligence or wrongful act.