

# CBRE LICENSE AGREEMENT

Date Prepared	Property Number 10ASV0364823	Shopping Center The Shops at Wiregrass
Shopping Center Address 28211 Paseo Dr Ste #100, Wesley Chapel, FL 33543		Phone Number 813-994-4010
Commencement Date	Expiration Date	Submitted by

Licensor <b>WIREGRASS HOLDCO, LLC</b>				
Licensee			Trade Name or D/B/A	
Address			Phone Number	
Guarantor			Fed. ID# / SS#	
Minimum Fee N/A	Minimum Fee Due Date N/A	Percentage Fee N/A	Percentage Fee Rate N/A	Due Date N/A
Monthly Sales Base N/A	Sales Report Due N/A		Security/Damage Deposit N/A	Date Due N/A
Promotional/Advertising Fee N/A	Date Due N/A	Real Estate Tax N/A	Date Due N/A	
Common Area Maintenance Fee N/A	Date Due N/A	Utility Charge N/A	Date Due N/A	
Space Number or Location JCPenny Courtyard Community Table Area. See Exhibit C	Approximate Square Footage N/A		Charges per Month N/A	Due Date N/A
Use Clause <b>Holiday Gift Wrapping</b>				
Additional Provisions See Exhibit A and B				

Licensee's security/damage deposit shall be returned to Licensee ninety (90) days after Licensee vacates the Licensed Space if all obligations under this License are fulfilled; and further provided that no damage has been sustained to the Licensed Space and/or equipment and/or facilities licensed to Licensee. Security/damage deposit will bear no interest and may be commingled with Licensor's other funds.

WHEREFOR, the parties have executed this License (set forth above and on the following pages) made the date and year first above written.

## EACH COPY MUST BE INDIVIDUALLY SIGNED

**Licensee:**

**Licensor: Wiregrass Holdco, LLC**

**By: CBRE, Inc. as Owner's Agent**

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

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

**Name:**

**Name: Debbie Detweiler  
Debbie.Detweiler@cbre.com**

**Title:**

**Title: General Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## LICENSE AGREEMENT

1. **License**. Licensors hereby grants to Licensee a non-exclusive, revocable license to occupy and use, subject to all of the terms and conditions herein stated, that portion of the above named shopping center (hereafter referred to as the “**Shopping Center**”) with approximate square footage or space number as specified above (the “**Licensed Space**”). Licensors reserves the absolute right to grant the same or similar use and rights to other persons or entities during the Term of this License Agreement (the “**License**”).

2. **Licensee-Licensors Relationship**. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent; or landlord and tenant; or partnership and partner; or joint venture between the parties, and nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensors and licensee.

3. **Term**. Licensee may occupy and use the Licensed Space under this License for the term, as stated above, commencing on the License Commencement Date and ending on the License Expiration Date (the “**Term**”), unless sooner revoked as herein provided.

4. **Use of Licensed Space**. The Licensed Space may be occupied and used by the Licensee solely for the following purpose: **Holiday Gift Wrapping** (the “**Purpose**”). In the event Licensee uses the Licensed Space for a purpose other than the Purpose as determined in Licensors’s sole discretion, Licensors shall have the right to revoke this License, in Licensors’s sole discretion, effective immediately upon written notice to Licensee.

5. **No Name Change**. Licensee shall occupy and use the Licensed Space licensed herein under the trade name specified above and said trade name shall not be changed at any time without prior written consent by Licensors. All Licensee identification signs will be furnished by Licensee, in accordance with Licensee’s above mentioned Trade Name/DBA. Licensee shall submit its proposed identification sign design and concept to Licensors for Licensors’s review and approval.

6. **Minimum Fee**. N/A

7. **Percentage Fee**. N/A

8. **Promotional/Advertising Fee**. On or before the first day of each Payment Period, Licensee covenants and agrees to pay Licensors, without any right of offset or reduction by Licensee, and without notice or demand from Licensors, at the Licensors’s office address specified above, the Promotional/Advertising Fee.

9. **Other Charges.** On or before the first day of each Payment Period, Licensee covenants and agrees to pay Licensor, without any right of offset or reduction by Licensee, and without notice or demand from Licensor, at Licensor's office address specified above, the Common Area Maintenance Fee, Utility Charge and any other charges specified hereunder.

10. **Gross Sales.** N/A

11. **Reports.** N/A

12. **Audit.** Licensor shall have the right, upon no less than forty-eight (48) hours notice to Licensee to cause a complete audit of all statements of Gross Sales and in connection with such audit, to examine Licensee's books of account and records of Gross Sales disclosed in any statement given to Licensor by Licensee; and Licensee shall make all such records available to Licensor or to Licensor's agents upon receipt of Licensor's written request therefor. Licensee further agrees to record all sales, at the time each sale is made, however made, whether for cash or credit, in a cash register or registers containing locked-in cumulative tapes with cumulative capacity. In the event any such audit disclosed that the actual Gross Sales transacted by Licensee differ from those reported, then Licensee shall pay Licensor 120% of such additional Percentage fee as may be so shown to be payable, as well as all costs incurred by Licensor to conduct such audit and examination.

13. **Insurance.** Before commencing any use hereunder, Licensee shall furnish to Licensor a Certificate of Insurance stating the following coverage's are in full force and effect, with insurance companies carrying a current rating of at least A-VIII in "Best's Insurance Guide," naming the Licensor, the Property Manager, and any other party reasonably requested by Licensor, including any affiliates having an interest in the Shopping Center, as an additional insured thereunder, and providing that no such insurance may be canceled without at least thirty (30) days written notice to Licensor by certified mail, return receipt requested or nationally recognized overnight courier: (i) a Comprehensive General liability policy including coverage with respect to this License, bodily injury liability, property damage, all in broad form, to be a combined single limit policy of \$2,000,000, (ii) Automobile Liability Insurance, (iii) Property Insurance with coverage over Licensee's personal property and any other property to be brought upon the Licensed Space, and (iv) Workmen's Compensation Insurance as required by the laws of the State in which the Licensed Space is located in, (v) Employer's liability with minimum coverage of \$1,000,000, and all of the foregoing as further set forth in ***Exhibit A*** hereto.

14. **Construction Plans.** Any and all expenses (including any permits or licenses) attributable to the construction of the Licensed Space by Licensee shall be borne by Licensee. Licensee will not commence construction of the Licensed Space without first obtaining Licensor's written approval as to location and design, and furnishing the names of all the contractors and/or vendors involved in such project. No work shall be performed unless applicable certificates of insurance naming the Licensor, the Property Manager, and any other party reasonably requested by Licensor is provided.

15. **Indemnification.** (A) Except and solely to the extent caused by the gross negligence or willful misconduct of Licensor, Licensee shall assume liability for and shall indemnify, defend, and hold harmless Licensor, the Property Manager, and each of their respective affiliates, subsidiaries, directors, officers, managers, members, shareholders, employees, agents, and representatives (collectively the "**Indemnities**") from and against any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements, judgments and orders (including but not limited to attorney's fees and costs), or costs or other damages of any kind and nature whatsoever in any way, relating to or arising out of any activity, omission, or negligence of Licensee directors, officers, members, managers, employees, agents, contractors, licensees, and invitees (the "**Licensee Entities**") on or about the Licensed Space or any other portion of the Shopping Center.

(B) Except and solely to the extent caused by the gross negligence or willful misconduct of Licensor, no Indemnatee shall be liable for and Licensee waives all claims for damage to persons or property, including loss of life, sustained by Licensee, the Licensee Entities, or any person claiming

through Licensee resulting from any accident or occurrence in or upon the Licensed Space or any other part of the Shopping Center. Licensee agrees to pay on demand Licensor's expenses, including but not limited to attorney's fees and costs incurred in enforcing any obligation of the Licensee under this License.

16. **Compliance with Rules & Regulations.** Please refer to the Shopping Center's Rules and Regulation, attached hereto as **Exhibit B.** If Licensee is deemed to be in violation of the Rules and Regulations or any other provision in this License, and such violation remains uncured at the expiration of three (3) days after Licensee's receipt of written notice from Licensor or the Property Manager, or other agent of Licensor specifying said violation, such violation shall be immediate cause for revocation of this License by written notice to Licensee.

17. **Supervision.** Licensee shall at all times during its use of the Licensed Space provide sufficient supervision and maintain adequate control of the Licensee Entities. Licensee will be fully responsible for the Licensed Space granted herein during the Term, and Licensee agrees that the Licensed Space shall be open for business at all times during which one or more stores exceeding 5,000 square feet in the Shopping Center are open for business. Licensee shall operate in a manner that provides the maximum customer service benefit, as is reasonably practical at all times. Licensee shall practice and advertise a policy of full customer satisfaction. Licensee shall entitle customers to a full refund, provided the product is returned in new, unused condition.

18. **Licenses and Permits.** Licensee represents and warrants that it has, or will obtain and will continue to maintain during the Term all applicable licenses, permits, registrations, including sales, use and other state, country, or local tax permits required of any applicable governmental subdivision or agency with respect to the type of activity carries on and/or in sue of the Licensed Space. Licensee further represents and warrants that Licensee shall comply with all applicable local, state, and federal rules, regulations, and laws with respect to the conduct of Licensee's business and Licensee's performance of its obligations hereunder.

19. **Licensor's Revocation and Relocation Rights; Default.**

(A) Licensor further reserves the right, in Licensor's sole and absolute discretion, to: (i) revoke this License at any time upon no less than three (3) days written notice delivered to Licensee or its employees (which notice, if not pursuant to a Licensee default, shall be accompanied by a return of any unamortized Fees paid by Licensee and applicable to the period after such revocation), or (ii) relocate the Licensee from time to time to any place within the Shopping Center, without prior notice, and Licensee fully waives and disclaims any recourse in the event of such revocation or relocation, as applicable, and agrees to cease operations immediately upon any such revocation by Licensor. Upon revocation, or at the expiration of the Term of this License, as applicable, Licensee agrees to remove all equipment, inventory, furnishings, signage, and all other personal property brought upon or about the Licensed Space by Licensee or any other Licensee Entity, to repair any damage caused by such removal, and to return the Licensed Space clean and in good order, repair and condition, ordinary wear and tear excepted. Licensee acknowledges that any property not removed within two (2) business days following such revocation or expiration, as applicable, of this License shall become abandoned property, and Licensor may dispose of said property as it being appropriate. Licensee acknowledges that the Licensor is not obligated to conduct any type of sale of said abandoned personal property, but Licensor shall remit to Licensee all cash proceeds, if any, which it receives in connection with any disposition of such abandoned property, less expenses for handling, relocating, and storing such property, as well as the cost of sale and any outstanding amounts due Licensor under this License.

(B) In the event of any failure of Licensee to pay any sums, or any failure to perform any of the terms, conditions or covenants of this License to be observed or performed by Licensee, or if Licensee shall become bankrupt or insolvent or file any debtor proceeding, or take or have taken in any State a petition in bankruptcy, insolvency or reorganization, or appointment of a receiver or trustee for all or a

portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, or if Licensee shall abandon the Licensed Space, then Licensors, besides having the right to immediately revoke this License effective immediately upon notice to Licensee of said revocation, shall have, whether through Licensors or its Property Manager or other agent, the immediate right of re-entry and may remove all persons and property from the Licensed Space, and such property may be removed and stored in a public warehouse, or elsewhere, at the cost of, and for the account of, Licensee (and further disposed of as set forth in Section 20(A)), all without the serving of notice or resort of legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(C) In the event of any default by Licensee hereunder, Licensors shall have the right, at its election, to pursue any and all rights and remedies under this License or any other remedy available to Licensors at law and in equity.

(D) If either party files suit against the other in order to enforce any of its rights under this License, then the party which prevails in such suit shall be entitled to collect from the other party all costs of such suit, including reasonable attorneys' fees and court costs incurred at all tribunal levels, including, without limitation, appeals and bankruptcy. A party shall be deemed to have prevailed if: (i) it initiated the litigation or counterclaim and substantially obtained the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment (except in the case of formal settlement, the terms of which shall control); (ii) the other party withdraws its action without substantially obtaining the relief it sought; or (iii) it did not initiate the litigation or counterclaim and the judgment is entered for either party, but without substantially granting the relief sought by the other party. This Section 20(D) shall survive expiration or earlier revocation of this License.

21. **Assignment.** Licensee shall have no right to sell, assign, encumber or otherwise transfer this License or any interest therein nor sublicense or otherwise allow any part of the Licensed Space to be used by others without further license or prior written approval from Licensors as to each such entity.

22. **No Construction Liens.** Licensee agrees not to suffer any construction, materialmen's or other lien or encumbrance to be filed against the Licensed Space or any other portion of the Shopping Center by reason of any work, labor, services or materials performed at, or furnished to the Licensed Space, to the Licensee, or to any other Licensee Entity. In the event a lien or other encumbrance is filed in conflict with this provision, Licensee shall cause same to be removed no later than three (3) business days from Licensors' notice of such lien. Failure to remove such lien shall constitute a default hereunder and Licensors shall have the right to revoke this License effective immediately upon written notice, notwithstanding any other legal or equitable remedies available to Licensors. Licensee shall have no power to do any act or make any contract that may create or be the foundation of any lien or other encumbrance upon the fee or other estate of Licensors, or any other interest of Licensors in the Licensed Space. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE LICENSED SPACE SHALL ATTACH TO OR AFFECT THE INTEREST OF LICENSORS IN AND TO THE LICENSED SPACE. ALL CONTRACTORS, MATERIAL SUPPLIERS AND ARTISANS PERFORMING ON OR ABOUT THE LICENSED SPACE OR ANY PART THEREOF ARE HEREBY CHARGED WITH NOTICE THAT SUCH LIENS ARE EXPRESSLY PROHIBITED AND THAT THEY MUST LOOK SOLELY TO LICENSEE TO SECURE PAYMENT FOR ANY WORK DONE OR MATERIAL FURNISHED FOR IMPROVEMENTS BY LICENSEE OR FOR ANY OTHER PURPOSE.

23. **Licensors Default; Limited Liability.** Licensors shall not be in default unless Licensors fails to perform obligations required of Licensors within a reasonable time, but in no event later than twenty (20) days after receipt of written notice by Licensee to Licensors, specifying the obligation that Licensors has failed to perform; provided, however, that if the nature of Licensors' obligation is such that more than twenty (20) days are required for performance, then Licensors shall not be in default if Licensors commences performance within such 20-day period and thereafter diligently prosecutes the same to

completion. Notwithstanding any other provisions hereof, Licensor shall not be in default hereunder for failure to perform any act required of Licensor where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond Licensor's control, nor shall Licensee's rent be abated by reason of such inability to perform. Anything contained in this License to the contrary notwithstanding, Licensee agrees to look solely to the estate and property of Licensor in the land and buildings comprising the Shopping Center of which the Licensed Space forms a part and the fees therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default by Licensor under the terms of this License, subject, however, to the prior rights of any ground or underlying lessor or the holder of any mortgage covering the Shopping Center or any portion thereof; and no other assets of Licensor shall be subject to levy, execution or other judicial process for the satisfaction of Licensee's claims. Licensee further agrees that Licensor's liability to Licensee under the terms of the License Agreement or any claims arising out of alleged or actual defaults or breaches by Licensor of the terms of this License shall in no event exceed the compensation paid or to be paid by Licensee to Licensor under the terms of this License.

24. **Miscellaneous.**

(A) **Notices.** All requests, approvals, consents, notices and other communications given by Licensor or Licensee under this License shall be properly given only if made in writing and hand delivered to Licensee at the Licensed Space, or deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by nationally recognized overnight courier, and addressed to the recipient party at the address for such party set forth on the first page of this License, or at such other place as a party may from time to time designate in a written notice to the other party. Such requests, approvals, consents, notices and other communications shall be effective on the date of receipt. If any such request, approval, consent, notice or other communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such request, approval, consent, notice or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice or other communication under this License may be given on behalf of a party by the attorney for such party.

(B) **Headings.** The headings of this License are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this License.

(C) **Authority.** Each individual signing this License on behalf a party warrants and represents to the other party that he has the authority to execute this License on such party's behalf and to bind such party to the terms hereof to control or affect the meaning or construction of any provision of this License.

(D) **No Interpretation Against Drafter.** Each party recognizes that this License is a legally binding contract and acknowledges that each party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this License, the same shall not be construed against either party on the basis of that party being the drafter of such terms. Licensee agrees and acknowledges that Licensee has read and understands this License, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this License, and has ample opportunity to do so.

(E) **Disputes.** Any claim, controversy or dispute (a "**Dispute**"), whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this License, whenever brought and whether between the parties to this License or between one of the parties to this License and the employees, agents or affiliated businesses of the other party, including any Licensee Entity, shall be subject to this **Section 23(E)**. The venue of any Dispute, in the case of any Dispute relating solely to one or more properties located within a single state, shall be the jurisdiction where the Shopping Center is located. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND

VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO OR ARISING FROM, THIS LICENSE OR ANY USE OR OCCUPANCY OF THE LICENSED SPACE BY LICENSEE OR ANY LICENSEE ENTITY.

(F) Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles.

(G) Waiver. No consent or waiver, by a party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this License. Failure of a party to complain or declare the other party in default, irrespective of how long such default continued, shall not constitute a waiver by such party of rights and remedies hereunder.

(H) Licensor Access. Licensor, Property Manager, and Licensor's agents shall have the right to enter the Licensed Space at reasonable times for the purpose of inspecting same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, tenants or licensees, performing any obligation of Licensee hereunder of which Licensee is in default, and making such alterations, repairs, improvements or additions to the Licensed Space or other portions of the Shopping Center as Licensor may deem necessary or desirable, all without being deemed interference with Licensee's rights under this License. Licensor may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of Licensee shall be interfered with as little as reasonably practicable. Licensee hereby waives any claims for damages for any injury to or interference with Licensee's business, any loss of occupancy use of the Licensed Space, and any other loss occasioned thereby.

(I) Time of the Essence. Time is of the essence of this License with regard to each obligation herein.

(J) Severability. In the event any term or provision of this License shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, that provision shall be severed from this License and shall not affect the validity of the remainder of this License.

(K) Entire Agreement; Amendment; Counterparts. This License contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This License may not be amended or modified, nor may any term be waived, except in a writing signed by both parties. This License may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this License to physically form one document. PDF or other electronic copies of this License fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this License shall be presented as evidence.

**EXHIBIT A**  
**Certificate of Insurance Requirements**  
**The Shops at Wiregrass**

A Certificate of Insurance is required to perform any work, project or event at The Shops at Wiregrass. **A complete and updated certificate must be on record at The Shops at Wiregrass Management Office ten (10) days prior to the start date.** The following information is required on the certificate:

<b>Insured</b>	Name and address of business/organization
<b>Insurers Affording Coverage</b>	Insurer A: Name of insurance company providing coverage
<b>Type of Insurance</b>	Commercial General Liability Occurrence Form ( <i>Claims-made coverage is not acceptable</i> )
<b>Policy Effective/Expiration</b>	Effective date must be no later than the start date of when any work, project or event takes place on-site.
<b>General Liability Limits</b>	Each Occurrence – \$1,000,000 / \$2,000,000 General Aggregate  Umbrella Policy – \$3,000,000 (policies to be endorsed so that the General Aggregate limit applies separately to the work, project or event)  A combination of primary and Umbrella Liability and/or Follow Form Excess Liability policies can be used to provide at least the minimum requirements for general liability each occurrence and general aggregate as noted above
<b>Workers Compensation/ Employers Liability</b>	Limits as required by law; Per Occurrence - \$1,000,000. (bodily injury by accident/disease for each employee)
<b>Description of Operations</b>	<b><i>The following must be listed.</i></b> RE: The Shops at Wiregrass Additional Insureds (by endorsement(s) acceptable to the Certificate Holder): Wiregrass Holdco, LLC Wiregrass PadCo, LLC TPP 421 Shops at Wiregrass, LLC The Shops at Wiregrass CBRE, Inc Independent Bank d/b/a Independent Financial and their respective employees, officers, agents, subsidiaries and affiliates
<b>Certificate Holder</b>	*Provide description as to why coverage is being provided.*  Wiregrass Holdco, LLC c/o CBRE, Inc. 28211 Paseo Drive, Suite 100 Wesley Chapel, FL 33543  Need at least thirty (30) days advance written notice  For the certificate to be valid, it must have the signature of a person authorized to issue the certificate



## Endorsements

The corresponding Endorsements must accompany the COI. The Endorsements are referenced as **Form CG 20 10 07 04 or CG 20 10 11 85** ("on-going operations") and **Form CG 20 37 07 04** ("completed operations"), or a **Blanket Endorsement** is required.

**EXHIBIT B**  
**Scope of Licensed Activities**

The Licensee hereby agrees to stay on locations designated by Mall Management. See Exhibit C.

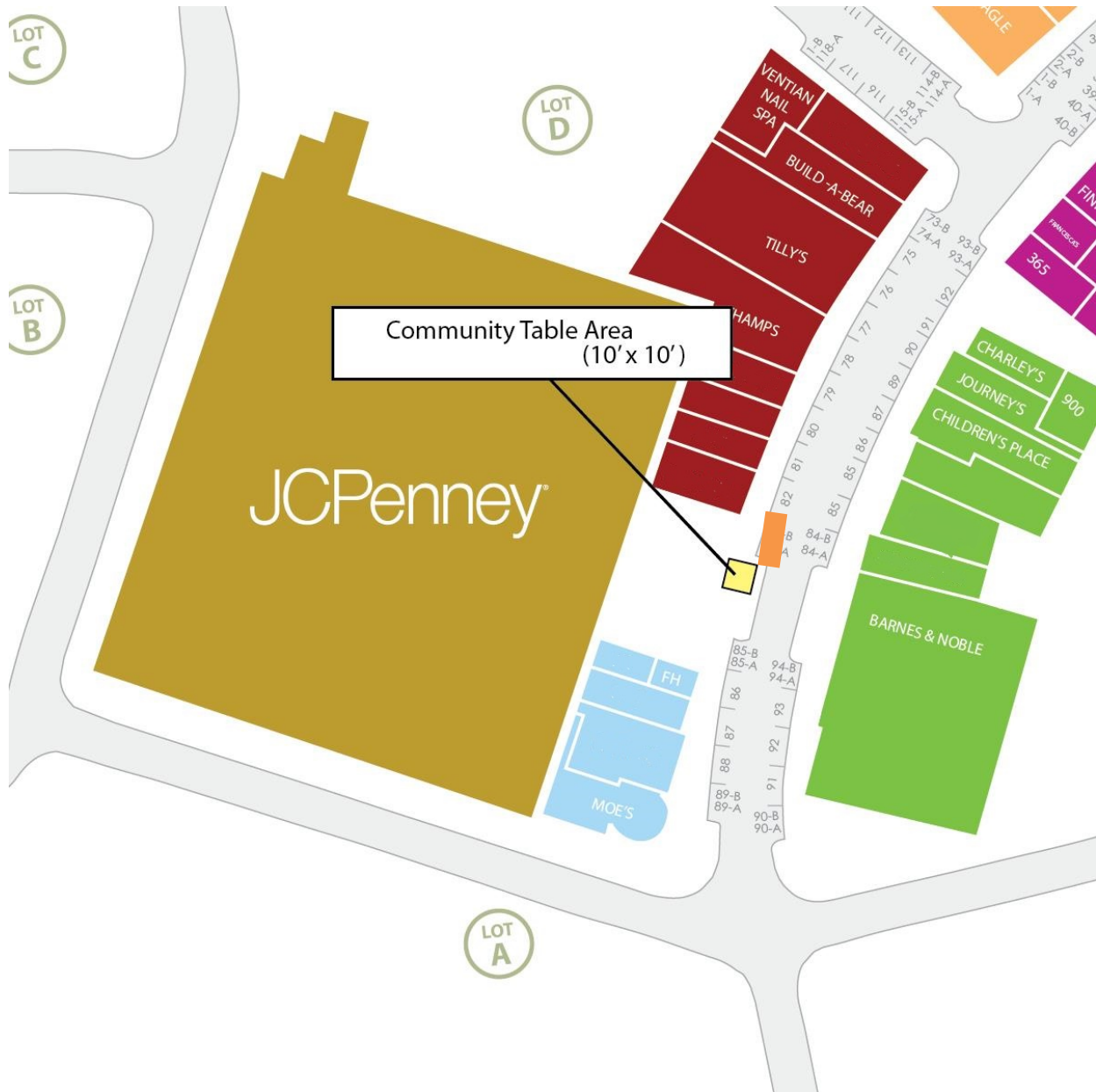
The Licensee agrees to provide the following:

- Gift wrapping services for donation. Licensee may suggest donation amount - but may not require donation.
- Their own labor. Mall staff are not permitted to assist Licensee with setup or supplies.
- Licensee shall not operate, play or perform any musical instrument or amplified sound.
- Licensee agrees to abide by all rules, regulations, and policies as outlined in the Gift Wrapping Table Application

The Licenser agrees to provide the following:

- Two (2) six foot (6') skirted tables and six (6) chairs.
- Access to electrical power available in the planter area.

**EXHIBIT C**  
**Gift Wrapping Table Location**



**Designated Parking location (unloading/ loading)**