

LICENSE AGREEMENT

Salvation Army

Prepared: 11/6/2020 10:28 AM
CBL Agent: Sheila Baker
Project #: 100-0559
Deal Type: Interior Show
Lease Type: License Agreement

THIS LICENSE AGREEMENT (the "License"), is made this day of 13 November, 20 20 by and between the parties listed below and referenced herein as **Licensor** and **Licensee**.

I. Defined Terms:

A. Parties and Contact Information:

Licensor	Licensee
Legal Entity: CBL RM-WACO, LLC, a Texas limited liability company by CBL & Associates Management, Inc., its managing agent	Legal Entity: The Salvation Army, Inc.
Mall Name: Richland Mall	D/B/A: The Salvation Army
Contact: Sheila Baker	Contact: Jim Taylor
Address: 6001 West Waco Drive Suite 314	Address: 4721 W. Waco Drive
Address: Waco TX 76710-6302	Address: Waco TX 76710
Phone: (254) 776-6638	Phone: (254) 756-7271
Email: sheila.baker@cblproperties.com	Email: jim.taylor@uss.salvationarmy.org

Fee Remittance Address:	CBL RM-Waco, LLC CBL # 0559 P.O. Box 955607 St. Louis MO 63195-5607
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B. D/B/A: Licensee shall occupy and use the License Area only under the trade name of The Salvation Army, which shall not be changed without **Licensor's** prior written consent.

C. License Area and Duration:

Unit	Square Footage	Start	End
CA-02	50.00	11/13/2020	12/24/2020

D. Fees:

Fee(s):						
Description	Unit	Start Date	End Date	Fee	Total Fee	Due Date
STR Interior Shows Base Rent	CA-02	11/13/2020	12/24/2020	\$100.00	\$100.00	11/13/2020

- License Area:** Licensee's rights under this License Agreement shall be limited to the mall entrance(s) described in Section 1(C) and as shown on Exhibit A attached hereto and made a part hereof ("License Area") located at Richland Mall (the "Shopping Center") situated at 6001 West Waco Drive Suite 314, Waco, TX 76710-6302. Exhibit A contains a complete list of all Angel Tree Areas and License Areas at the Property.
- Use:** Licensee may use the License Area(s) to place red kettles and bell ringers during the hours that the Property is open to the public and for no other purpose. If Licensee requests an Angel Tree, location, approval of placement, and hours of operation will be at Licensor's discretion.
- Term:** This License Agreement will be in effect commencing on the Start Date listed in Section 1(C) and concluding at the end of the day on the End Date listed in Section 1(C) (the "Term"), unless the License

referenced in this License Agreement is revoked earlier by Licensor. Licensor shall not be liable to Licensee for any delay in the Start Date, regardless of cause. If Licensee opens for business prior to the Start Date, monthly Fees and any additional fees due as of the date of opening will be adjusted and Licensee will be billed accordingly.

5. **Fees:** Licensee shall pay the Fee(s) listed in Section 1(D) for each License Area at each Property. Owner shall reserve the right to change the Fee amount with 60 days advance notice. Licensee shall pay all Fee(s) listed in Section 1(D) as of the Start Date. Licensee shall pay Licensor all Fees, including any applicable sales or other tax, without notice, demand, deduction or setoff, at the Remittance Address listed in Section 1(A), by certified check or money order on or before the Start Date.
6. **Late Fee:** There shall be a late charge of Seventy Five Dollars (\$75.00) for Licensee's failure to pay when due any installment of Fees or any other sum payable to Licensor under the terms of this License Agreement.
7. **Indemnification:** Licensee agrees to defend and indemnify Licensor, Owner, and their affiliates, officers, directors, employees, and invitees from any and all loss, liability, damage and expense for personal injury, bodily injury, tort, contract or property damage and mechanic's liens and claims, arising out of this Agreement or any other activity performed pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.
8. **Insurance:** Licensee shall maintain, at its own cost and expense, the following policies of insurance procured from insurance companies reasonably satisfactory to Licensor and rated "A-VII" or better by the current edition of Bests Insurance Reports published by the A.M. Best Company:
 - a) Workers' Compensation Insurance providing statutory benefits and limits which shall fully comply with all state and federal requirements applying to this insurance in the state where the Property is located with a waiver of subrogation in favor of Licensor and Owner, and employer's liability insurance with limits of not less than \$1,000,000.00 per accident or disease and \$1,000,000.00 aggregate by disease; all of the above to include volunteers.
 - b) Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage.
 - c) Commercial General Liability Insurance including, but not limited to, coverage for products/completed operations, premises/operations, contractual and personal/advertising injury liabilities with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage naming Licensor and its affiliates and Owner and its affiliates as additional insureds.
 - d) Employment practices liability insurance including third party liability coverage, and including coverage for all volunteers, with a minimum limit of \$1,000,000.00.An insurance certificate shall be provided to the manager of each Property before Licensee may enter the Property, and the insurance certificates shall include the name of Licensor, Owner, and their affiliates as "additional insured."
9. **Operating Requirements:** Licensee shall operate in the License Area in a first class manner. Licensee shall observe all operating rules and regulations for the Property and Licensee's occupancy. For each License Area where Licensee fails to operate as required herein, after Licensee's third violation of its failure to operate, then in addition to Licensor's other available remedies set forth in this License Agreement, at law and in equity, Licensee agrees to pay Licensor \$100.00 per day as liquidated damages, and not as a penalty, for any period of noncompliance.
10. **Revocation:** Licensor and/or Owner have the right to discontinue this Agreement at any time in their sole and absolute discretion. Licensee shall not be entitled to reimbursement or compensation for any purported claim, cost, fee, charges, damages or losses sustained as the result of any revocation by Licensor and/or Owner. Upon service of the notice of revocation from Licensor and/or Owner, Licensee shall: (i) remove all of Licensee's property within the time period set forth in the notice and in accordance with Section 12 of this License Agreement; (ii) upon written demand of Licensor in Licensor's sole discretion, pay all current and future charges due under this License Agreement; (iii) reimburse Licensor and/or Owner for all reasonable attorney fees and court costs incurred as the result of Licensor and/or Owner enforcing its rights under this License Agreement. All rights and remedies of Licensor and Owner in this License Agreement or at law and in equity are cumulative. With respect to any litigation arising out of this License, Licensee hereby expressly waives the right to a trial by jury and the right to file noncompulsory countersuit or crossclaim against Licensor and/or Owner.

departments in the License Area, without Licensor's prior written approval, which may be withheld or granted in Licensor's sole and absolute discretion.

17. **Non-Waiver Provision:** The failure of Licensor to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.
18. **Relationship of Parties:** In no event shall any relationship other than licensor and licensee be implied or created by this License Agreement, including but not limited to that of landlord and tenant, principal, agent, partnership or joint venture.
19. **Binding Agreement:** This License Agreement contains all the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. There are no other, either oral or written, between them other than those set forth in this License Agreement. This License Agreement may not be modified in any manner other than by a written agreement signed by Licensee and Licensor, or any successor, designee, or assignee of Licensor. The terms, conditions and covenants set forth herein shall inure to the benefit of and be binding upon Licensee and Licensor, or any successor, designee or assignee of Licensor.
20. **Confidentiality:** Licensee and its agents and employees shall keep and hold in strict confidence all of the terms of this License Agreement including, but not limited to, the amount and/or manner of payment of fees and all items of additional charges and the formulations thereof, the use of the License Area, the duration of the license, and all other terms and conditions herein.
21. **OFAC Representation:** Licensee hereby represents and warrants to Licensor and Owner that Licensee is not, and shall not become, a person or entity with whom Licensor or Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (collectively, "OFAC's Regulations") and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. Licensor and Owner hereby represent and warrant to Licensee that neither Licensor nor Owner is, and neither shall become, a person or entity with whom Licensee is restricted from doing business with under OFAC's Regulations and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.
22. **Counterparts:** This License Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall together constitute a single agreement. The signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart. Facsimile and/or electronically transmitted signatures (via PDF or otherwise) shall be deemed valid as originals.
23. **Exhibit(s) to Agreement:** Certain Exhibit(s) are attached to this License Agreement and are hereby made a part hereof. Any conflict or inconsistency between the terms of the main body of this License Agreement and the terms of the Exhibits shall be resolved in favor of the terms of Exhibits.
24. **Captions, Underlining, Line-Outs:** The captions contained herein are for convenience and reference only and shall not be deemed as part of this License Agreement or construed as in any manner limiting or amplifying the terms and provisions of this License Agreement to which they relate. The underlining of certain portions of this License Agreement shall not mean that such portions are to be given any greater or lesser force or effect than the non-underlined portions. Any portion of this License Agreement which has been lined out was the agreement of the parties to eliminate and the language of any such lined-out provisions shall be given no force and effect whatsoever.
25. **Shopping Center Specific Provisions:** None.
26. **Licensee Specific Provisions:** None.

11. **Obligations Upon Expiration:** For each License Area identified in Section 1(C), upon the End Date or earlier revocation of this License Agreement, Licensee shall immediately remove all of Licensee's property, repair any damage caused by such removal and peaceably yield up the License Area clean and in good order, repair and condition. If Licensee fails to do so, Licensor shall be entitled to additional fees equal to a monthly payment of 125% of the highest Fee specified herein assessed in daily increments as 1/30th of the total monthly amount for each day after the End Date or earlier revocation of this License Agreement until Licensee shall comply with this Section 12. Licensee shall also reimburse Licensor and/or Owner for any court costs and reasonable attorney fees incurred as the result of Licensee's failure to vacate the License Area upon the End Date. Personal property of Licensee not removed within two (2) days of such End Date or earlier revocation shall become the property of Licensor, at Licensor's option without liability to Licensee therefore.
12. **Condition of License Area:** Licensee has inspected each License Area identified in Section 1(C), and accepts each "as is" with no representation or warranty by Licensor or Owner regarding the condition of the License Area or its suitability for Licensee's use or occupation thereof. Neither Licensor nor Owner has any obligation to secure or repair the License Area unless the obligation is set forth in this License.
13. **Additional Conditions:**
- a. Weather permitting, Licensee and any of Licensee's employees, agents, volunteers, and representatives will be in the License Area(s) located outside or in the vestibules of the Property. If inclement weather requires a location directly inside the enclosed mall on the Property, Licensee shall take whatever action is necessary so that the bell-ringing be modified so to avoid consumer or retailer disruption.
 - b. Hours may vary, but may not exceed operation hours of the Property.
 - c. Licensee will provide a contact representative for each Property and will assume total responsibility for the placement and care of red kettles, bell ringers, Angel Trees, corresponding displays (if applicable), signage, collection of and accounting for donations, set-up and take-down, and any other personal property. In addition, in consultation with the Owner's local Property management, Licensee will assure that the bell ringers will be appropriately attired and identified in a manner that will complement the image of the Property. Christmas music and other special events and activities may be included subject to approval by Property management.
14. **Liability of Licensor and Owner:** There shall be no personal liability of Licensor or Owner with respect to this License. If a breach by Licensor or Owner occurs, Licensee shall look solely to the equity of Licensor or Owner, as the case may be, in the Property for the satisfaction of Licensee's remedies. Neither Licensor nor Owner shall be responsible or liable for, and Licensee hereby expressly waives, all claims against Licensor and Owner for injury to persons or damage to Licensee's property on the License Area, regardless of the cause. Licensee's property in the License Area or the Property shall be there at Licensee's sole risk. Neither Licensor nor Owner, nor their agents, and employees shall be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on, or about the License Area or any other part of the Property. To the maximum extent permitted by law, Licensee agrees to use and occupy the License Area, and to use such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk.
15. **Subordination; Definition of Owner:** (a) Owner is or may be a party to certain documents, as amended from time to time, with a ground lessor, mortgagee or beneficiary of Owner, department stores, mall tenants, and others. This License is subject and subordinate to all the provisions in those documents, as amended from time to time.
- (b) The term "Owner" means only the owner, or mortgagee in possession for the time being of the building in which the License Area is located or the owner of a leasehold interest in said building and/or the land thereunder. In the event of a sale of said building and/or an assignment of this License by Owner, and/or a demise of said building and/or the land, Licensor and Owner shall be and hereby is entirely freed and relieved of all obligations under this License Agreement and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s), or lessee(s) that the purchaser, assignee, or lessee has assumed and agreed to observe and perform all obligations of Licensor and Owner.
16. **Assignment and Subletting:** Licensee shall not sell, assign, mortgage, pledge or transfer this License Agreement or any interest therein nor sublet all or any part of the License Area, nor license concessions or

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this License Agreement on the day and year first above written, each acknowledging receipt of an executed copy hereof.

Licensor:

Licensee:

CBL RM-WACO, LLC, a Texas limited liability company
by CBL & Associates Management, Inc., managing agent of Licensor

The Salvation Army, Inc.

By: _____

By: _____

Print Name: Rosie Bean

Print Name: _____

Its: Authorized Signatory

Date: _____

Date: _____

Exhibit A

Salvation Army Locations