

LICENSE AGREEMENT

Business Development Common Area Location

Prepared: 2/23/2022 2:29:38 PM
 CBL Agent: Amy McGee
 Project #: 100-0459
 Deal Type: Business Development
 Lease Type: License Agreement

THIS LICENSE AGREEMENT (the "License"), is made this 23rd day of February, 2022 by and between the parties listed below and referenced herein as **Licensor** and **Licensee**.

This License grants the **Licensee** permission to engage in certain acts upon the **Licensor's** premises. In consideration of the agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

1. **Reference Provisions and Terms:**

A. **Parties and Contact Information:**

Licensor	Licensee
Legal Entity FAYETTE MALL SPE, LLC, a Delaware limited liability company by CBL & Associates Management, Inc., its managing agent	Legal Entity: Lexington-Fayette Urban County Government
Mall Name: Fayette Mall	Client/ Licensee : Community Corrections
Contact: Amy McGee	Contact: Maulana Trowell
Address: 3401 Nicholasville Rd. Suite 303	Address: 600 Old Frankfort Circle
Address: Lexington KY 40503-3693	Address: Lexington KY 40510
Phone: (859) 272-3495	Phone: (859) 425-2617
Email: amy.mcgee@cblproperties.com	Email: mtrowell@lexingtonky.gov

Fee Remittance Address:	Fayette Mall SPE, LLC P.O. Box 531768 Atlanta GA 30353-1768
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B. **License Area and Duration:**

Unit	Square Footage	Start Date	End Date
T-03	120.00	2/23/2022	5/23/2022

C. **Fees:**

One Time Fee(s):						
Description	Unit	Start Date	End Date	Fee	Total Fee	Due Date

Recurring Fee(s):						
Description	Unit	Start Date	End Date	Fee	Total Fee	
Display Income	T-03	02/23/2022	05/23/2022	\$4,375.00	\$4,375.00	

D. **Security Deposit:** \$0.00 **Status:** Waived

E. **Use:** The License Area shall be occupied and used by the **Licensee** solely for the purpose of:



the display and promotion of hiring for the Lexington-Fayette Urban County Government Public Safety entities including Fire, Police, Corrections, E911, Emergency Management and Security and for no other purpose whatsoever.

Licensee is responsible for obtaining any licenses, authorizations, or permits required for the type of activity to be carried on at or for the use of the License Area. No unlawful activities shall be permitted in the use of the License Area. The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted. **Licensee** shall be solely responsible for any and all taxes, fees and assessments on the assets, business or capital of **Licensee**, and any taxes, fees for use, copyright or license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof. **Licensee's** work, signage and visual displays must comply with **Licensor's** design criteria and requirements. **Licensee** understands and agrees to implement visual merchandising recommendations of **Licensor** and change visual merchandising presentation as requested by **Licensor**.

2. **License Area:** **Licensee's** rights under this License shall be limited to the units described in Section 1(B) and as shown on **Exhibit A**, attached hereto and made a part hereof ("License Area") located at **Fayette Mall** (the "Shopping Center") situated at **3401 Nicholasville Rd. Suite 303, Lexington, KY 40503-3693**. **Licensee** has inspected each License Area identified in Section 1(B), and accepts each "as is" with no representation or warranty by **Licensor** regarding the condition of the License Area or its suitability for **Licensee's** use or occupation thereof. To the maximum extent permitted by law, **Licensee** agrees to use and occupy the License Area, and to use such other portions of the Shopping Center as **Licensee** is herein given the right to use, at **Licensee's** own risk.

Notwithstanding the foregoing, the location of the License Area within the Shopping Center will be at the discretion of **Licensor** and **Licensor** reserves the right to move, relocate, adjust, or substitute the License Area in **Licensor's** sole discretion. If reasonably practical **Licensor** will provide advance notice of any change in location of the License Area.

3. **Duration:** The Term shall commence on the Start Date listed in Section 1(B) (the "Start Date"), and shall end on the End Date listed in Section 1(B) (the "End Date"), unless the License referenced in this License is revoked earlier by **Licensor** as permitted herein.
4. **Fees and Late Fee:** **Licensee** will pay all Fees listed in Section 1(C), without notice, demand, deduction or setoff, at the remittance address in Section 1(A), by certified check or money order on or before the **Start Date and on the first day of the month thereafter**. There is 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.
5. **Security Deposit:** Upon execution of this License, **Licensee** shall deposit the Security Deposit listed in Section 1(D) as a surety for the performance by **Licensee** of the terms of this License or for any sum which **Licensor** may expend by reason of **Licensee's** default under this License. Provided **Licensee** complies with all the terms of this License Agreement, such security will be returned to **Licensee**, within thirty (30) days after the expiration or earlier termination of the term of this License there shall be an accounting with payment to **Licensor** or reimbursement to **Licensee**, as the case may be, of the Security Deposit. At **Licensor's** option, **Licensor** may return the security (or requirement of any required additional funds) by electronic money transfer, ACH or similar method, in which case **Licensee** will reasonably cooperate with **Licensor** to effectuate such transfer. As used in this paragraph, the term "expiration" shall be the later of **Licensee's** vacating the License Area or latest End Date listed in Section 1(B). **Licensor** and **Licensee** acknowledge that if **Licensee** enters into other License Agreements or leases for multiple locations in the Shopping Center, or for locations for multiple Shopping Centers, **Licensor** may allocate and apply any portion of the Security Deposit for this License to agreements for other locations in the Shopping Center or locations in other Shopping Centers as **Licensor** deems appropriate in its sole discretion. Additionally, with respect to the Security Deposit and other locations in the Shopping Center or locations in other Shopping Centers, **Licensor** may exercise any one or more of its rights or remedies and/or take appropriate action, simultaneously or successively, as set forth in this License Agreement.
6. **Revocation:** The License granted by virtue of this License may be revoked by **Licensor** in its entirety or at **Licensor's** option, with respect to any License Area, at any time in **Licensor's** sole and absolute discretion for any reason or no reason upon not less than **24 hours'** written notice to **Licensee**. **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**. Upon service of the notice of revocation from **Licensor**, **Licensee** shall: (i) remove all of **Licensee's** property in accordance with Section 8 of this License and within the time period set forth in the notice (if no time

period is set forth in the notice then the time periods specified in Section 6 of this License shall apply); and (ii) pay all charges due under this License through the revocation date.

7. **Event of Default:** Licensee shall be in default if: (a) Licensee fails to perform any of the terms, conditions, or covenants of this Agreement; or (b) in the event there shall be filed by, or against, Licensee in any court pursuant to any statute, either of the United States or any State, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) reorganization, (iv) appointment of a receiver, (v) any arrangement of the bankruptcy acts, or a similar type of proceeding; or (c) Licensee fails to pay, when due, any payment required hereunder; or (d) Licensee abandons or vacates a License Area; or (e) in the event of any other default by Licensee under this Agreement or any other agreement between Licensee (or any affiliate of Licensee) and Licensor (or any affiliate of Licensor) (each an "Event of Default"). If, after 24 hours' notice to Licensee to cure or commence to cure any Event(s) of Default, Licensee shall fail to cure or commence to cure such Event of Default, then in any such event Licensee's rights hereunder shall cease and, Licensor may at its option (1) immediately revoke and terminate this Agreement with respect to any or all License Areas identified in the Terms Chart; (2) make demand for immediate payment of all current and future fees and any other monetary obligations due hereunder within the time period set forth by Licensor; and/or (3) re-enter the License Area and remove all persons and/or any property therefrom, by any suitable action or proceeding at law. In addition, Licensee will reimburse Licensor for all reasonable attorneys' fees and court costs incurred as the result of Licensor enforcing its rights under this agreement.

(b) All rights and remedies of Licensor in this License 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 a noncompulsory countersuit or crossclaim against Licensor.

8. **Obligations upon Expiration:** For each License Area identified in Section 1(B), upon the End Date or earlier revocation of this License, 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, Licensee's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Licensor, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this License applicable thereto, except that Licensor shall be entitled to additional fees equal to 125% of the highest Minimum Fee specified herein. Licensee shall also reimburse Licensor 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.

9. **Insurance:** With respect to each License Area identified in Section 1(C):

Licensee shall obtain and provide, on or before the earlier of the Start Date or Licensee's entering the License Area for any purpose, and keep in force at all times, the following insurance coverage's with respect to the License Area at Licensee's sole cost and expense. Licensee can be self-insured for the insurance required herein. Licensee agrees to be liable for its negligence to the extent permitted by any applicable sovereign immunity law exceptions for torts and premises liability. Nothing contained herein is intended to be, nor shall it be a waiver or any defenses, including that of sovereign immunity, that Licensee may have as to any party or claim.

- (i) Commercial General Liability Insurance, with contractual liability endorsement, relating to the License Area and its appurtenances on an occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, death and property damage;
- (ii) Property Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein;
- (iii) as required by the law of the State where the License Area are located, Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Licensee or any repair or alteration authorized by this License or consented to by Licensor, and all employees and agents of Licensee with respect to whom death or bodily injury claims could be asserted against Licensor or Licensee with Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident or disease;

- (iv) Automobile Liability coverage with a One Million Dollars (\$1,000,000.00) combined single limit, including coverage for hired and non-owned vehicles;
 - (v) In the event **Licensee** or its employees or its licensees provide medical, dental, optometric, or other products or services for which Professional Liability or Medical Malpractice Insurance coverage is available, **Licensee** shall provide Professional Liability/Medical Malpractice coverage on an occurrence form, if available, with a limit of liability of not less than \$1,000,000; with all professionals working within the practice including, but not limited to, doctors, nurses, physician assistants, dentists, and assistants insured by the policy; and
 - (vi) ~~Such other insurance as may be carried on the License Area and Licensee's operation thereof, as may be determined by Licensor.~~
- (b) All of the insurance shall be in form satisfactory to **Licensor** with ~~Licensor (and any designee of Licensor) named as an Additional Insured~~ (except that **Licensee** is not required to name **Licensor** as an Additional Insured for the Worker's Compensation coverage) unless Licensee is self-insured. All insurance required in this Section 20 may be carried under a blanket policy covering each License Area and any other of **Licensee's** stores, unless self-insured. All insurance shall contain endorsements that such insurance may not be cancelled or amended with respect to **Licensor** (or its designees) except upon thirty (30) days' prior written notice to **Licensor** (and any such designees) by the insurance company. **Licensee** shall be solely responsible for payment of premiums. ~~In the event of payment of any loss covered by such policy, Licensor (or its designees) shall be paid first. The minimum limits of the commercial general liability policy of insurance shall not limit or diminish Licensee's liability. Licensee shall deliver to Licensor at least fifteen (15) days prior to the time such insurance is first required to be carried by Licensee, and thereafter at least fifteen (15) days prior to the expiration of such policy, a certificate of insurance on all policies procured by Licensee, together with evidence satisfactory to Licensor of the payment of the premiums. If Licensee fails to obtain and provide any or all insurance required in this Section 18, then Licensor may purchase such insurance on behalf of Licensee and add the cost of such insurance as additional fee payable with the next installment of Fee(s).~~
- (c) Neither party shall be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that each party will look solely to its insurer for reimbursement.
10. **Liability of Licensor:** There shall be no personal liability of **Licensor** with respect to this License. If a breach by **Licensor** occurs, **Licensee** shall look solely to the equity of **Licensor** in the Shopping Center for the satisfaction of **Licensee's** remedies. **Licensor** shall not be responsible or liable for, and **Licensee** hereby expressly waives, all claims against **Licensor** 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 Shopping Center shall be there at **Licensee's** sole risk. **Licensor**, its agents, and employees shall not 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 Shopping Center.
11. **Miscellaneous:** In no event shall any relationship other than licensor and licensee be implied or created by this License, including but not limited to that of landlord and tenant, principal, agent, partnership or joint venture. This License contains all the covenants, promises, agreements, conditions, and understandings between **Licensor** and **Licensee**. **Licensee** and its agents and employees shall keep and hold in strict confidence all of the terms of this License.
12. **OFAC Representation:** **Licensee** hereby represents and warrants to **Licensor** that **Licensee** is not, and shall not become, a person or entity with whom **Licensor** 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** hereby represents and warrants to **Licensee** that **Licensor** is not, and shall not 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.

13. **Exhibit(s) to Agreement:** Certain Exhibit(s) are attached to this License and are hereby made a part hereof. Any conflict or inconsistency between the terms of the main body of this License and the terms of the Exhibits shall be resolved in favor of the terms of Exhibits.
14. **Counterparts:** This License 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.
15. **Shopping Center Specific Provisions:** None.
16. **Licensee Specific Provisions:** None.

Remainder of this page intentionally left blank

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

LICENSOR:

FAYETTE MALL SPE, LLC, a Delaware limited liability company

By: CBL & Associates Management, Inc., its managing agent

By: 

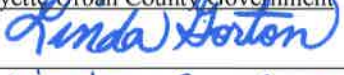
Print Name: Sarah Robinson

Its: Sarah Robinson

Date: 2/23/22 **General Manager, Fayette Mall**

LICENSEE:

Lexington-Fayette Urban County Government

By: 

Print Name: Linda Gordon

Its: Mayor

Date: 2/23/2022

GUARANTOR:

By: _____

Print Name: _____

Its: _____

Date: _____

Prepared: 2/23/2022 2:29 PM

Version: SL.L2L Business Development License Agreement 052018



Exhibit B

Rules and Regulations

Licensee shall use and occupy the License Area in a careful, safe and proper manner and shall keep the License Area in a clean and safe condition in accordance with this License, local ordinances, and the directions of public officers. Licensee shall comply with all rules, regulations and instructions of Licensor, including, without limitation, the following:

1. Licensee shall not display or demonstrate merchandise on or outside the boundaries of the License Area. The outside areas immediately adjoining the License Area shall be kept clear at all times by Licensee, and Licensee shall not place nor permit any obstructions, garbage, refuse, merchandise, or displays, or racks, in such areas.
2. All signage located in and upon the License Area shall 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 and in no event shall be handwritten.
3. Licensee and employees of Licensee shall speak in a normal speaking voice at all times and are strictly prohibited from using loud, "hawking", or "barking" sales techniques. At no time will Licensee or its employees block or impede a customer's walking path or make physical contact, of any type, with a customer.
4. Unless provided for in Licensee's Use, product demonstration or sale of merchandise of any type must have Licensor's prior approval.
5. The following conditions will be adhered to for the display or any vehicle or other similar apparatus within the License Area:
 - a. Any vehicle or other apparatus must have less than 1/8 of a tank of gas;
 - b. Locked or otherwise secured fuel caps to avoid vapor leakage or tampering;
 - c. Disconnected battery cables;
 - d. Wheels must be blocked and brake applied;
 - e. Drip pans for oil and carpet squares or other approved materials under each tire;
 - f. Doors, hood, and trunk must be locked;
 - g. Keys shall be left with the Shopping Center Management for the duration of the term for vehicles displayed in the common area of the Shopping Center;
 - h. Vehicle(s) shall be maintained and cleaned daily, however, for safety reasons, no tire cleaning, waxing or other cleaning solutions that could cause a hazard to customers are allowed on the vehicle upon entry to the Shopping Center and for the duration of the term;
 - i. Two (2) 4' x 8' pieces of plywood will be required for the entry and exit of all vehicles. Such entry and exit will be done before or after business hours of the Shopping Center.
6. No loudspeakers, televisions, phonographs, cd players, DVD players, cassette players, radios, flashing lights, or other devices shall be used in a manner so as to be heard or seen outside of the License Area. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits an odor discernible outside of the License Area.
7. No electronic or communication devices shall be used in the License Area or in connection therewith which interrupt or interfere with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or of the neighborhood in which the Shopping Center is located.
8. Licensee shall not violate applicable federal and state laws prohibiting the sale or display of products, which infringe on the trademarks or copyrights of others.
9. Licensee and Licensee's employees shall maintain a neat and appropriate appearance and dress, fully comply with the Shopping Center's Code of Conduct, and are expected to operate in a dignified, ethical, manner.
10. Licensee shall not harm the License Area, commit waste, create nuisance, make any use of the License Area which is offensive in Licensor's sole opinion, nor do any act tending to injure the reputation of the Shopping Center.
11. All loading and unloading of displays shall be done only at such times, in the areas, and through the entrances designated for that purpose by **Licensor**.

12. 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**.
13. Licensee shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center.
14. Licensee shall be solely responsible for policing its location against theft, loss, or damage to its property and/or merchandise. Under no circumstance shall Licensor be held liable for such theft, loss, or damage.

In the event Licensee fails to comply with such rules and regulations or any of the other covenants set forth herein after twenty-four (24) hours' notice from Licensor of this non-compliance (which notice may be oral or in writing), then Licensee shall pay to Licensor as additional fees the sum of one hundred dollars (\$100.00) for each violation, acceptance of such fees to be without prejudice to any other rights or remedies available to Licensor. Each day on which a violation occurs or continues shall be a separate violation.

Exhibit C