

**Control #:**  
License Type:

**PARKWAY PLAZA**

**License Agreement**

**City of El Cajon  
State of California**

This License Agreement ("License") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), between STAR-WEST PARKWAY MALL, LP ("Licensor," "We", "Our," "Us") by and through its property manager, Parkway Plaza Management PR, LLC ("Manager"), and LAH Company ("Licensee," "You", or "Your"), doing business as The Lady's Fashion ("Trade Name").

The following references furnish data as further set forth in this License:

- (1) **Licensed Premises:**
- (2) **License Period:**
  - (i) Commencement Date:
  - (ii) Expiration Date:
- (3) **Base License Fee:** \_\_\_\_\_ (total for term)
- (4) **Extra Charges:**
- (5) **Percentage License Fee:**
- (6) **License Use:**
- (7) **Guarantor:**

Notice addresses for each party to this License are as follows:

Licensee:	Licensor:	Manager Contact:
	<p>Parkway Plaza Management PR, LLC c/o Pacific Retail Capital Partners 100 N. Pacific Coast Highway, Suite 1925 El Segundo, California 90245 Attn: Gary Karl</p> <p>with a copy to: Parkway Plaza Management PR, LLC c/o Parkway Plaza 415 Parkway Plaza El Cajon, California 92020 Attn: General Manager Phone Number: 619-535-2588</p>	<p>Kristin Williams, Local Leasing Manager 415 Parkway Plaza El Cajon, CA 92020 Phone: 619-579-9974 Fax: 619-579-1280 Email: <a href="mailto:Kwilliams@VisitParkwayPlaza.com">Kwilliams@VisitParkwayPlaza.com</a></p> <p>Daisy Melena, General Manager <a href="mailto:Dmelena@VisitParkwayPlaza.com">Dmelena@VisitParkwayPlaza.com</a></p>

By signing this document, We are giving You the limited, revocable right to temporarily use and occupy certain space in Our Shopping Center. You cannot transfer this right to anyone else. This License is not a leasehold interest.

#### I. YOUR SPACE

The space that You have the right to use (the "Licensed Premises") is approximately \_\_\_\_\_ square feet, and is located at **Parkway Plaza** ("Shopping Center"), the address and telephone number of which are **415 Parkway Plaza, El Cajon, California 92020 (619) 535-2588.**

The Licensed Premises is currently located in location number \_\_\_\_\_. Licensee shall operate from the Licensed Premises, such structure being referred to as the "Unit":

The current location of the Licensed Premises is shown on the attached site plan for the Shopping Center. This location is subject to Our review and approval at all times.

**We cannot guarantee any particular location, and may require that the Licensed Premises be relocated one or more times during the License Period.**

If We do require that You relocate, We will give You twenty-four (24) hours' prior written notice.

#### II. LICENSE PERIOD

You may use the Licensed Premises from \_\_\_\_\_ (the "Commencement Date") until \_\_\_\_\_ (the "Expiration Date") (this entire period will be called the "License Period"), unless this License is terminated earlier by Licensor. Your right to use the Licensed Premises under this License will not last beyond the Expiration Date, but in no event more than twenty-four (24) months after the Commencement Date. If You want to extend the License Period, You will need to contact Us about renewal before the Expiration Date. We do not guarantee that this License will be renewed or extended for any amount of time.

**WE HAVE THE RIGHT TO REVOKE OR TERMINATE THIS LICENSE AT ANY TIME FOR ANY REASON, OR NO REASON AT ALL, IMMEDIATELY UPON WRITTEN NOTICE TO YOU.**

#### III. YOUR BUSINESS

You may operate Your business within the Licensed Premises only for the exclusive purpose of the \_\_\_\_\_ (the "License Use"). You may not use the Licensed Premises for any other purpose. If You use the Licensed Premises for some other purpose, or fail to abide by Our operating rules, as set forth in Paragraph 5 of the Terms and Conditions hereto, You are required to pay us a fee of \$50.00 per day for so long as You continue to do so. Our right to receive this fee from You is in addition to any other rights or remedies We may have under this License, at law, or in equity.

#### IV. YOUR LICENSE FEE

See Exhibit A – License Fee. The first (1<sup>st</sup>) month's License Fee is due upon Your execution of this License.

#### V. SECURITY DEPOSIT

When You sign this License, You must also give Us a security deposit, to be held in an account at a financial institution of Our choosing, in the amount of ("Security Deposit"), as security for the performance of Your obligations under this License. You cannot use the Security Deposit as payment of any installment of Your Base License Fee, or to reduce any other charges that You may owe Us. We may use the Security Deposit to offset any damages, beyond normal wear and tear, to the Licensed Premises or the Unit or may apply the Security Deposit against any License Fee or other charges You owe under this License. We may also use the Security Deposit to reimburse others for returns of merchandise or to rectify complaints made by Your customers. You agree that We can keep the Security Deposit if You do not occupy the Licensed Premises and conduct business there pursuant to this License for the entire License Period, unless this License is terminated by Us prior to the Expiration Date due to reasons other than Your default. Even if We terminate the License before the end of the License Period, We may still keep part or all of the Security Deposit to offset any damages to Our property or unpaid amounts due under the License. If You stay for the entire License Period, and make all the payments required under this License, the Security Deposit (or what is left of it, after We have deducted amounts for damages) will be refunded to You. After We refund the Security Deposit to You, We will have no further obligation to anyone with respect to the Security Deposit.

#### VI. ADDITIONAL PROVISIONS

**The Design Criteria and Operational Guidelines attached hereto are a part of this License, and are hereby incorporated herein. Time is of the essence.**

ANY/ALL NEGOTIATED CHANGES TO BE INSERTED HERE

#### VII. TERMS AND CONDITIONS

- Licensor's Representations.** We cannot estimate Your sales levels or profitability, and have not given You any exclusive right to sell any particular product or service. Other occupants of the Shopping Center may sell the same products or services that You do.
- Hours of Operation.** You must be open for business during the operating hours of the Shopping Center. We will give You written notice of these operating hours, which may change from time to time. You must pay Us \$50 per hour or part of an hour as liquidated damages and not a penalty for the times that the Shopping Center is open, but that You are not open and operating. These liquidated damages are in addition to all other amounts due under this License. You agree that this amount is a reasonable estimate of the damages that We would suffer if You fail to be open during the Shopping Center's operating hours.

3. Sales Reports/Audit. "Gross Sales" means the total amount You collect for all goods and services sold, leased, or supplied by, at or through the Licensed Premises, excluding sales taxes collected and paid to the appropriate governmental authority. On or before the last day of each month during the License Period, You must submit a written report to Us, on a form that We will provide to You ("Sales Report"), of all Gross Sales for that month (or portion thereof). We will advise You in writing of the date that the Sales Report is due. When You submit the Sales Report, You must certify that it is true and correct. If You do not submit a Sales Report, or if it is not timely submitted, You must pay Us a late fee of \$50.00. You also must pay the Percentage License Fee, if any, to Us on the day specified above. You are required to keep accurate books and records of Your Gross Sales and revenues at Your notice address set forth in this License, and You must keep these records for at least two (2) years after termination of this License. These records shall be prepared in accordance with generally accepted accounting principles. We have the right to review and audit Your records upon five (5) days' notice to You. If Our audit shows that You have not paid enough Percentage License Fee, You shall immediately pay Us any additional Percentage License Fee owed, and reimburse Us for the cost of the audit.

4. Condition of Licensed Premises. You have inspected the Licensed Premises and accept it "as is" and "where is" with no representation or warranty by Us as to its condition, or its suitability or fitness for Your business. You understand that We have no obligation to improve or repair the Licensed Premises unless stated otherwise elsewhere in this License. Within two (2) days of taking occupancy, You need to draft a checklist of the condition of the Licensed Premises, which will be signed by a representative of each party. At Your expense, You must maintain the Licensed Premises in good condition and make all necessary replacements and repairs. If You do not fulfill Your obligations to repair and maintain the Licensed Premises, We have the right to do this for You, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs. You shall immediately reimburse Us for any cost We incur in performing any maintenance or repair work, plus a 20% administrative fee. You may not make any alterations, additions or improvements to the Licensed Premises. All alterations, additions or improvements made by either party (except movable equipment and trade fixtures which You install at Your expense), are Our property and must be returned to Us at the end of the License Period. We may direct You to remove the Unit or any alterations. If We do, You must remove the items as requested by Us, and promptly repair any damage caused thereby.

5. Conditions of Use. You are required to follow Our operating rules, which include, but are not limited to, the following:

- a) You must always maintain the Licensed Premises in good, clean and safe condition;
- b) You must always maintain all required permits and licenses and observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Licensed Premises or Your business, and you must abide by our Operational Guidelines;
- c) You must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights;
- d) You must run Your business in a professional, first-class and tasteful manner in accordance with Our rules and regulations, as well as reputable business standards and practices;
- e) You may not keep or display any merchandise in the common area of the Shopping Center or adjacent to or outside of the Licensed Premises or otherwise obstruct these areas;
- f) Your employees must wear appropriate professional attire at all times while at the Shopping Center;
- g) You may not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Licensed Premises without our prior written consent;
- h) You may not distribute any handbills or other advertising material at the Shopping Center or on automobiles parked in the parking lots serving the Shopping Center;
- i) Food or beverage may not be consumed at the Licensed Premises, unless the Licensed Premises is an in-line space, where it is possible to do so in a back room, out of sight of customers. Loitering is not permitted at the Licensed Premises;
- j) We are not required to provide You with storage space. If We choose to do so, the terms of that arrangement will be set forth in a separate license agreement;
- k) You may not change Your Trade Name without Our prior approval; You hereby represent and warrant that You have the right to use the Trade Name;
- l) All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Licensed Premises or the Shopping Center as directed by Us. You must dispose of such garbage and trash daily, or more frequently if required by the circumstances;
- m) Unless otherwise approved in advance by Licensor, all set-ups, breakdowns and re-stockings must be completed either prior to the Shopping Center's opening or after the Shopping Center's closing;
- n) No hazardous materials may be brought onto the Licensed Premises or any other part of the Shopping Center;
- o) You must always maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service, and otherwise diligently operate Your business so as to produce maximum Gross Sales;
- p) You are responsible for designing, constructing, installing, and maintaining all store signage, including interior and exterior signs, at Your sole expense. All signage must meet Our design criteria, be pre-approved by Us and be professionally made – hand-written signs will not be permitted at any time;
- q) You must comply with Our visual merchandising standards and submit a visual merchandising plan for Our approval prior to opening for business. You agree to implement Our reasonable visual merchandising recommendations and to modify Your visual merchandising presentation promptly if requested by Us. You must furnish all display fixtures, the design, size, and quantity of which will be subject to Our prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complementary to the surroundings in the Shopping Center. Any unapproved fixtures may be removed by Shopping Center personnel, and You must pay for the cost of removal and storing any such fixtures.

6. Insurance. You must keep the following insurance in force with companies licensed to do business in the state or commonwealth where the Shopping Center is located, during the License Period and such other times as You occupy the Licensed Premises. If any work under this License is performed by contractors or subcontractors, then such contractors or subcontractors shall also be required to maintain the following insurance:

(i) Commercial General Liability: You shall maintain commercial general liability insurance covering all operations by or on Your behalf on an occurrence basis against claims for bodily injury, property damage, and personal injury (including advertising injury).

A. Minimum Limits:

- \$1,000,000 Each Occurrence (Combined Single Limit Bodily Injury and Property Damage)
- \$2,000,000 General Aggregate
- \$1,000,000 Products / Completed Operations Aggregate

B. Coverages:

1. 1986 (or its current equivalent) ISO Commercial General Liability Form
2. Occurrence Form
3. Additional Insured: Licensor, its partners, manager, officers and directors, employees and Manager, its officers, directors, employees, subsidiaries and affiliates
4. Waiver of Subrogation in favor of Licensor and Manager, its officers, directors, employees, subsidiaries and affiliates.

(ii) Automobile Liability: You shall maintain business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

A. Minimum Limits:

- \$1,000,000 Combined Single Limit Each Accident

B. Coverages:

1. Additional Insured: Licensor, its partners, manager, officers and directors, employees and Manager, its officers, directors, employees, subsidiaries and affiliates
2. Waiver of Subrogation in favor of Licensor and Manager

(iii) Workers Compensation: You shall maintain worker compensation and employers liability insurance, in compliance with all statutory limits, but in no event less than:

A. Minimum Limits:

1. Workers Compensation – Statutory Limits
2. Employers Liability:
  - a. Bodily Injury for Each Accident - \$100,000

- b. Bodily Injury by Disease for Each Employee – \$100,000
- c. Bodily Injury Disease Aggregate - \$500,000

B. Coverages:

- 1. Waiver of Subrogation in favor of Licensor and Manager, its officers, directors, employees, subsidiaries and affiliates

(iv) Umbrella/Excess Liability: You should maintain umbrella/excess liability on all of the above coverages.

A. Minimum Limits:

- \$4,000,000 Each Occurrence
- \$4,000,000 in the aggregate

B. Coverages:

- 1. Additional Insured: Licensor, its partners, manager, officers and directors, employees and Manager, its officers, directors, employees, subsidiaries and affiliates

(v) Property Insurance: You shall maintain property insurance covering all personal property, materials and equipment that are used in connection to Your License. We will seek to cause the agreement with You to include a waiver of claims against Us and Manager, and a Waiver of Subrogation rights by Your insurer, for claims covered by property insurance.

(vi) "All Risk" property coverage for the full replacement cost of any personal property owned by You and located on the Licensed Premises. Any deductible on covered losses shall be borne by You.

Each of the above policies will contain provisions endeavoring to give Us at least thirty (30) days' prior written notice of cancellation of coverage, except for nonpayment of premiums which shall be ten (10) days' prior written notice to Us of cancellation of coverage. You will provide Us with evidence of all required coverages upon the reasonable request therefor and upon five (5) business days' advance notice.

Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the state in which the Shopping Center is located with a minimum Best's rating of A-VII. The cost of all insurance set forth above shall be paid by You.

You hereby waive all subrogation rights of Your insurance carrier in favor of Licensor, Manager and their respective partners, beneficiaries, trustees, officers and employees with respect to the property damage insurance required to be carried hereunder. If You breach Your obligation to obtain and keep in effect any insurance required by this paragraph, You shall indemnify and hold Licensor and Manager harmless against any loss that would have been covered by such insurance. The certificates required by this paragraph will provide either that (i) "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder"; or (ii) "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." Your Commercial General Liability Insurance policies shall name Licensor and its Manager (and any other person or entity as may be requested by Licensor in writing) as additional insureds, as their respective interests may appear, and will be primary, non-contributory and not in excess of any other coverage maintained by Licensor or any other party. The following parties shall be named as additional insured on all of Your insurance policies initially as follows:

Star-West Parkway Mall, LP(Certificate Holder)  
Parkway Plaza Management PR, LLC  
GEI Star-West, LLC  
Pacific Retail Capital Partners, LLC  
Pacific Retail Holdings, LLC

By requiring insurance herein, neither party represents to the other that coverage and limits will necessarily be adequate to protect You. The purchase of appropriate insurance coverage by You or the furnishing of certificate(s) of insurance shall not release You from Your obligations or liabilities under this License or in any way modify Your indemnification of Us.

7. **Indemnity**. Except for Our gross negligence or willful misconduct, You shall indemnify, hold harmless and, defend Us, Our Manager, and mortgagee, if any, and their respective principals, partners, members, shareholders, officers, managers, servants, employees and contractors, and any fee owner or underlying lessor of the Shopping Center from and against all claims, actions, damages, liability and expense, including but not limited to reasonable attorneys' fees and expenses that We incur in connection with any loss of life, personal injury or damage to property or business arising out of or in any way connected with the Licensed Premises or the Unit or Your operations, the condition, use, maintenance, repair or occupancy of the Licensed Premises, or in any way arising out of Your activities in the Licensed Premises, common areas, or other portions of the Shopping Center, or the activities of Your sublessees or their respective Managers, employees, servants, invitees or contractors.

8. **Waiver and Release**. Unless and then solely to the extent that such damage is caused by Our gross negligence or willful misconduct, or that of Our management Manager or either of our respective Managers, servants, employees or contractors, neither We, nor our management Manager nor either of our respective Managers, servants, employees or contractors shall be liable for, and You hereby waive and release all claims for loss of life, personal injury or damage to property or business sustained by You or any person claiming through You resulting from any accident, casualty or occurrence in or upon any part of the Shopping Center, including but not limited to claims or damage resulting from: any equipment or appurtenances becoming out of repair; Our failure to keep any part of the Shopping Center in repair; injury done or caused by wind, water or other natural element; any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, porches, railings or walks; broken glass; the backing up of any sewer or downspout; the bursting, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in or about the Licensed Premises; the escape of steam or hot water; water, snow or ice being upon or coming through the roof or any other place on or near the Licensed Premises; the falling of any fixture, plaster, ceiling tile or stucco; damage to or loss by theft or otherwise of Your property or that of others; delay or cessation in the start or conduct of Your business; and acts or omissions of persons in the Licensed Premises or other tenants or occupants of the Shopping Center. In addition, You hereby waive any and all right of recovery, claim, action or cause of action against Us, Our Managers, servants, employees, invitees and contractors, for any loss or damage that may occur to the Licensed Premises and any contents therein by reason of fire, the elements or any other cause which is insured or required to be insured pursuant to this License, regardless of cause of origin.

9. **Assignment**. You may not sell, assign, mortgage, pledge, sublicense, concession, or in any manner transfer this License or any interest herein, nor sublicense or license all or any part of the Licensed Premises, by operation of law or otherwise. Any unauthorized assignment shall be null and void.

10. **Interest and Late Charges**. All Base License Fees, Percentage License Fees and additional charges are due and payable on or before the designated due dates and must be paid via certified check. Payments will be considered "made" when We actually receive them. Any overdue amount under this License will accrue interest from the date due through the date of payment at the rate of 1 1/2% per month or the highest rate permitted by law, whichever is less. In addition to interest, if any payment hereunder is more than 5 days late, You must pay Us a late charge equal to 5% of the amount due or \$50.00, whichever is greater. Payment of interest and late charges will not prejudice Our rights to pursue other remedies available under this License, at law or in equity.

11. **Default**. If You fail to perform any of the obligations herein, do not timely pay any sums required hereunder, or in the event We should have a dispute with You, We may immediately revoke, cancel and terminate this License and remove Your property from the Licensed Premises, all at Your cost and expense, including, without limitation, attorneys' fees incurred in enforcing Our rights hereunder. You shall reimburse Us for any such costs. The remedies specifically provided for in this License are cumulative and are in addition to any other remedies available to Us under applicable law. If You default hereunder or this License is terminated (including termination pursuant to Paragraph 12 below), You must immediately vacate the Shopping Center, and Your occupancy or activity thereafter at the Shopping Center is a trespass.

12. **Termination**. Upon termination of this License for any reason, You must voluntarily vacate the Licensed Premises and the Unit on the applicable termination date, leaving the Licensed Premises in a broom-clean condition. Licensor may elect to terminate Licensee's possession of the Licensed Premises without terminating this License such that Licensee's obligations to pay the Base License Fee, Extra Charges and Percentage License Fee

shall remain in full force and effect. This License will terminate automatically if the Licensed Premises are damaged due to fire or any other event of casualty or condemnation. You will have no recourse against Us or Our affiliates as a result of any such casualty or condemnation. If You do not surrender possession of the Licensed Premises upon termination of this License, We may immediately remove all Your property from the Licensed Premises and store any such property at Your expense for up to 30 days. If Your property is not removed by You within this 30-day period, it is conclusively presumed to be abandoned. We may dispose of such property in any way We may deem appropriate, without obligation or liability to You or parties claiming by or through You. If You hold over after termination of this License, effective as of the day following termination, all charges due from You hereunder will continue to accrue and will be increased by 50%. If We commence an action to remove You as a result of Your failure to surrender possession, You shall pay all costs and expenses incurred by Us as a result of such action, including attorneys' fees and court costs. **YOU HEREBY WAIVE THE RIGHT TO A TRIAL BEFORE A JURY AND THE RIGHT TO ASSERT ANY NON-COMPULSORY COUNTERCLAIMS IN ANY ACTION FOR EVICTION OR FOR PAYMENT OF SUMS DUE UNDER THIS LICENSE.**

13. Waiver. Failure by either party to require the other to perform any terms of this License will not prevent the party from later enforcing that term. No term of this License will be deemed waived unless waived in writing by the waiving party. If We accept a payment of any money due from You under this License, We are not waiving any prior breach by You of any term of this License, other than Your failure to make the particular payment that We accepted. This is true whether or not We knew that You had breached this License at the time We accepted payment from You.

14. Miscellaneous. The submittal of this License to You does not constitute an offer between the parties and becomes valid and effective only when signed and delivered by both parties. This License supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. The License may be modified only by a written instrument executed by both parties. This License shall be governed and construed in accordance with the laws of the state or commonwealth where the Shopping Center is located. In the event of litigation or other dispute resolution process, You agree to pay us all of our attorneys' fees and costs, in the event that we prevail in such litigation or process. We have no personal liability with respect to this License. If We breach this License, You can look only to Our equity in the Shopping Center to satisfy any claim against Us. We may be a party to one or more agreements with a mortgagee, beneficiary of Ours, department store, mall occupant, or other party. This License is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. You agree to keep the terms of this License confidential, and shall not disclose them to a third party. If any provision of this License is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain that part, term or provision held to be illegal, invalid or unenforceable. You acknowledge that Parkway Plaza Management PR, LLC is executing this License in the capacity of property manager for Licensor and not as a Manager, partner or joint venturer with Licensor.

15. In-Line Space Provision. This provision applies only if the Licensed Premises is not a kiosk, cart or remote merchandising unit. We will ensure that the necessary mains, conduits and other facilities are provided to make available, as applicable, water, sewer and electricity to the Licensed Premises. We will likewise make a heating and air conditioning system available to You. You agree to use and pay for the use of these systems as We direct. You agree to use and pay for all utilities used in the Licensed Premises from and after the date You take possession of the Licensed Premises. If You want a separate meter for utilities, and one does not already exist, You must pay for it. We are not responsible for damages or otherwise, if the utilities or heating and air conditioning services are interrupted or terminated for any reason. If We choose not to furnish utilities or services to the Licensed Premises for any reason, You must obtain Your own. Natural gas utility service will be available from the local gas company through the mains located in designated areas. You must arrange for all gas work beyond those points with the gas company. Any such work must be approved by Us in advance, and performed by You at Your expense. The parties understand that local gas supplies may be limited, and availability of sufficient gas to service the Licensed Premises is Your sole responsibility.

16. Notices. Notices to Licensee may be sent by delivery in person, or by certified mail, return receipt requested, postage pre-paid, by express mail delivery service, or by electronic mail or fax with confirmation of receipt, addressed to Licensee's address(es) set forth in the first paragraph of this License, or to such other address as notified in writing by Licensee. Notices to Licensor may be sent only by delivery in person, or by certified mail, return receipt requested, postage pre-paid, or by express mail delivery service, addressed to Licensor's address(es) set forth in the first paragraph of this License, or to such other address as notified in writing by Licensor. Notice will be deemed given as of the date of receipt or rejection or inability to deliver shown on the return receipt or similar advice of delivery or attempted delivery, or if delivered in person, the affidavit of the person making such delivery shall be conclusive proof of the delivery and the date and time of delivery.

17. Construction. IN THE EVENT THAT ANY PARTY TO THIS LICENSE IS NOT REPRESENTED BY AN ATTORNEY, THEY ARE HEREBY ADVISED THAT THEY SHOULD CONSULT WITH AN ATTORNEY TO REVIEW THIS VALID AND BINDING LICENSE. The parties hereby agree that no provision shall be construed against a particular party to this License on the basis that this License or any particular provision in this License was proposed, negotiated or written by such party. This rule of construction is important so that none of the parties are discouraged from drafting this License.

18. Counterparts; Authority; PDF Signatures. This License may be executed in counterparts and by PDF/electronic transmittal, each of which shall be deemed an original, but all of which, together, shall constitute one and the same document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this License through their duly authorized officers or representatives on the day and year written above.

LICENSOR:

STAR-WEST PARKWAY MALL, LP,  
a Delaware limited partnership

By: Parkway Plaza Management PR, LLC  
Its: Manager

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

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

LICENSEE:

\_\_\_\_\_  
a \_\_\_\_\_

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

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

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

## EXHIBIT A LICENSE FEE

**Base License Fee**

Frequency	Start Date	End Date	Amount
Monthly			
Monthly			
Monthly			

**Extra Charges**

Charge Type	Frequency	Start Date	End Date	Amount

The Base License Fee and Charges listed below are due and payable on each date listed in the "Due Date" column.

Due Date	License Fee	Extra Charges	Total Amount
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

The Percentage License Fee is equal to the percentage listed below multiplied by your Gross Sales over the "Breakpoint Amount". The Percentage License Fee is due and payable on each date listed in the "Due Date" column.

Timeframe	Due Date	Percentage License Fee	Breakpoint Amount

**Submission of Payments**

Make checks payable to: Star-West Parkway Mall, LP  
and send them to the following address:

P.O. Box 844767  
Los Angeles, California 90084-4767

OVERNIGHT ADDRESS:

Box 844767  
3440 Flair Drive  
El Monte, California 91731  
Attn: Star-West Parkway Mall LP

# SITE PLAN



**GUARANTY**

THIS GUARANTY (the "Guaranty") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned INDIVIDUAL'S NAME HERE, AND, IF MARRIED, SPOUSE'S NAME HERE AS WELL ("Guarantor") to and for the benefit of Star-West Parkway Mall, LP ("Licensor").

WHEREAS, Licensor and \_\_\_\_\_ ("Licensee") have entered into that certain License Agreement dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ (the "License") for Licensed Premises located in El Cajon, California as more fully described in the License; and

WHEREAS, it is a condition precedent to all the obligations of Licensor pursuant to the License that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE in consideration of and an inducement to the execution of this License by Licensor, the Guarantor hereby covenants and agrees as follows:

A. The Guarantor hereby guarantees the full, faithful and timely payment and performance by Licensee of all the payments, covenants and other obligations of Licensee under or pursuant to the License. If Licensee shall default at any time in the payment of any Base License Fee, Extra Charges or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Licensee, under or pursuant to the License, then the Guarantor, at its expense, shall on demand of Licensor fully and promptly pay all Base License Fee, Extra Charges, sums, costs and charges to be paid by Licensee, under or pursuant to the License, and in addition shall, upon Licensor's demand therefor, pay to Licensor any and all sums due to Licensor, including (without limitation) all interest on past due obligations of Licensee, costs advanced by Licensor, and any and all damages and expenses, which may arise as a consequence of Licensee's default. The Guarantor hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Licensee.

B. The obligations of the Guarantor hereunder are independent of, and may exceed, the obligations of Licensee. A separate action or actions may, at Licensor's option, be brought and prosecuted against the Guarantor, whether or not any action is first or subsequently brought against Licensee, or whether or not Licensee is joined in any such action, and the Guarantor may be joined in any action or proceeding commenced by Licensor against Licensee arising out of, in connection with or based upon the License. The Guarantor waives any right to require Licensor to proceed against Licensee or pursue any other remedy in Licensor's power whatsoever, any right to complain of delay in the enforcement of Licensor's rights under the License, and any demand by Licensor and/or prior action by Licensor of any nature whatsoever against Licensee, or otherwise.

C. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior to or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the License. The Guarantor hereby waives all requirements of notice of all of the foregoing, and agrees that the liability of the Guarantor hereunder shall be based upon the obligations of Licensee set forth in the License as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the Guarantor hereunder, "Licensee" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators, assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Licensed Premises, as fully as if any of the same were the named Licensee under the License.

D. The Guarantor's obligations hereunder shall remain fully binding although Licensor may have waived one or more defaults by Licensee, extended the time of performance by Licensee, released, returned or misapplied other collateral at any time given as security for Licensee's obligations (including other guaranties) and/or released Licensee from the performance of its obligations under the License.

E. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Licensee of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the License in any such proceedings or otherwise.

F. If this Guaranty is signed by more than one party, their obligations shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors. If this Guaranty is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this obligation on behalf of such corporation, partnership or other entity.

G. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Licensor, Licensee and the Guarantor. Licensor may, without notice, assign this Guaranty in whole or in part.

H. This Guaranty shall be governed by and construed in accordance with laws of the state where the Licensed Premises are situated. If any provision of this Guaranty or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible; in any event, all other provisions of this Guaranty shall be deemed valid and enforceable to the full extent. Venue shall lie in the county in which the Licensed Premises are situated.

I. Licensor and Guarantor desire and intend that any disputes arising between them with respect to or in connection with this Guaranty and/or License be subject to expeditious resolution in a court trial without a jury. Therefore, Licensor and Guarantor each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Licensor against Guarantor or Guarantor against Licensor or any matter whatsoever arising out of, or in any way connected with, this Guaranty, the License, the relationship of Licensor, Guarantor and Licensee, any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

J. If either Licensor or Guarantor institutes any action or proceeding against the other relating to the provisions of this Guaranty or the License or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

K. Any notice, demand, request or other instrument which may be or is required to be given under this Guaranty shall be in writing and sent by (i) United States certified mail, return receipt requested, postage prepaid, (ii) telegram, mailgram, or other electronic medium using a third party carrier, (iii) United States express mail, (iv) air courier (such as Federal Express), (v) personal delivery or (vi) any other method creating a receipt, waybill or other indication of delivery, and shall be addressed (a) if to the Licensor, at the address set forth below, or such other address or addresses as Licensor may designate by written notice, together with copies thereof to such other parties designated by Licensor and, (b) if to Guarantor, at the address set forth below, or such other address or addresses as Licensee shall designate by written notice, provided that Licensee's address for notice shall be a street address and not a post office box.

Licensor: Star-West Parkway Mall, LP  
c/o Parkway Plaza Management PR, LLC  
Attn: Gary Karl  
100 N. Pacific Coast Highway, Suite 1925  
El Segundo, California 90245  
with a copy to: Parkway Plaza Management PR, LLC  
c/o Parkway Plaza

\_\_\_\_\_  
\_\_\_\_\_  
Licensor  
Licensee

415 Parkway Plaza  
El Cajon, California 92020  
Attn: General Manager

Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. Guarantor represents and warrants to Licensor that Guarantor and Guarantor's constituent licensors or affiliates are currently in compliance with, and Guarantor covenants that it shall at all times during the term of this Guaranty (including any extension thereof) be and remain in compliance with, the regulations of the U.S. Department of the Treasury Office of Foreign Asset Control ("OFAC ") and any statute, executive order (including (i) the September 23, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism, to be referred to herein as the "Executive Order", and (ii) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, being Public Law 107-56 and sometimes referred to herein as the "USA Patriot Act") or other governmental action relating thereto, including, without limitation, any and all other laws related to terrorism or money laundering (all of the foregoing being herein referred to collectively as the "Anti-Terrorism Laws"). Guarantor further hereby covenants with Licensor that neither Guarantor nor any of Guarantor's respective constituent licensors or affiliates is or shall be during the term of this Guaranty a "Prohibited Person", which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Licensor is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including, without limitation, the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "Terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by OFAC at its official website or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v) above. At any time and from time to time during the term of this Guaranty, Guarantor shall deliver to Licensor, within ten (10) business days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Licensor evidencing and confirming Guarantor's compliance with this Paragraph L. Guarantor hereby agrees to defend, indemnify and hold harmless Licensor and all Licensor Parties from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification. The indemnification obligations set forth in this Paragraph L shall survive the expiration or earlier termination of this Guaranty.

M. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the Guarantor(s) hereunder.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GUARANTOR:

**[individual's name here and/or if married, spouse must sign as well]**

Printed Name: \_\_\_\_\_  
Social Security No. \_\_\_\_\_

**[individual's name here and/or if married, spouse must sign as well]**

Printed Name: \_\_\_\_\_  
Social Security No. \_\_\_\_\_