

EXHIBIT

A. Alcoholic Beverage Guidelines

B. Schedule of Operation of the Facilities

C. Guidelines Relating to the Preparation and Removal of Trash

D. Furniture, Furnishing, Equipment & Fixture Inventory

E. Sign Criteria Standards

FOOD SERVICE LICENSE AGREEMENT

This Food Service Agreement ("Agreement") made this **1st day of July, 2015** by and between the Lawrence Family Jewish Community Centers of San Diego County, having a principal place of business at 4126 Executive Drive, La Jolla, CA 92037, hereinafter referred to as "LICENSOR", and **Morris Darey, dba The Place**, having a principal place of business at **4126 Executive Dr., La Jolla, CA 92037**, hereinafter referred to as "LICENSEE".

RECITALS

WHEREAS, LICENSOR operates a non-profit community center located at has a facility located at 4126 Executive Drive, La Jolla, California, 92037, where it provides recreational, educational and cultural programs to the entire community of San Diego, and;

WHEREAS, LICENSEE is desirous of being granted the privilege of operating a food service business in that portion of the LICENSOR'S Premises known as the Fischer Family Food Pavilion, consisting of the Pitluck Café, kitchen area and guest service areas (including outdoor recreational areas where food purchases are permitted by LICENSOR) ("The Facilities") and to obtain permission to provide catering services, on a non-exclusive basis, throughout the LICENSOR'S entire Premises, including outdoor areas;

WHEEAS, LICENSOR is desirous of having LICENSEE operate and manage the Facilities and provide catering services that will offer affordable high quality food services to LICENSOR'S staff, members, guests and visitors.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and the payment of fees hereinafter provided, the parties agree as follows:

1. Grant of Right to Sell Food: LICENSOR hereby grants the LICENSEE the sole and exclusive right operate the Facilities and to sell food and non-alcoholic beverages, within said Facilities. In addition, subject to the explanations noted in Paragraphs 2.1.1 (a-f), LICENSOR hereby grants LICENSEE the non-exclusive right to sell food and beverages (non-alcoholic) at meetings at all LICENSOR sponsored in-house activities (e.g. JCC & SDCJC board meetings and committee meetings and LICENSOR sponsored special events) Guidelines concerning the sale and/or serving of alcoholic beverages on LICENSOR'S Premises are attached hereto as "Exhibit A" and incorporated herein as though set forth at length. The rights granted to LICENSEE under this Agreement exclude the right to install, operate, manage and maintain vending machines' which are reserved to LICENSOR and are not a part of this License. The Facilities shall be operated by LICENSEE with the overall objective of providing affordable high quality food and customer service to LICENSOR'S staff, members, guests and visitors, while at all times being in compliance with LICENSOR'S Kashrut Policy, are attached hereto as Exhibit "F".

1.1 LICENSEE agrees during the term of this Agreement, including any extensions, options, renewals and/or holdover periods to grant a ten (10%) percent discount to all LICENSOR sponsored in-house activities. (i.e. pre-school lunches, camp lunches, JCC & SDCJC board meetings and committee meetings, etc.) and to all LICENSOR staff and employees (including but not limited to teachers, camp counselors, security staff, temporary laborers and/or workers) on all listed menu item and prices offered in the Facilities.

1.3 LICENSOR agrees to provide visible locator signage for the Café Facilities at appropriate locations at the Center and to reasonable promote LICENSEE'S food service business in most of LICENSOR'S mailings and LICENSOR'S newsletters.

2. Catering Services:

2.1 During the terms of this License, LICENSOR shall maintain Licensee on an approved list of caterers, and LICENSOR hereby grants LICENSEE the non-exclusive right to provide a full range of catering and banquet services including food, beverages, decorations and equipment for special events that may be held on LICENSOR'S Premises. It is anticipated that LICENSEE will solicit such events for the mutual benefit of LICENSEE and LICENSOR and that LICENSEE may advertise the availability and benefits of the Premises as a venue for special catered events. Any form of advertising or referencing of LICENSOR'S Premises and/or the use of LICENSOR'S name logo must first be approved in writing by the LICENSOR.

2.2 All catered special events and outside party functions must be cleared in advance on the LICENSOR'S Master Calendar and approved by the Associate Executive Director of the LICENSOR. In addition, all events utilizing and form of open flame, including but not limited to, candles, candelabras and/or pyrotechnics of any kind must be cleared in advance with the LICENSOR'S Facility Coordinator.

2.3 At the same time such events are cleared on the LICENSOR'S Master Calendar, LICENSEE shall also notify the LICENSOR'S Associate Executive Director of the hours of any special event or function, the number of guests and the venue(s) of the Facilities or Premises to be used for the function so that the LICENSOR may plan for sufficient security personnel for the function. In addition to LICENSOR'S facility use fee, LICENSEE shall pay the cost of sufficient security personnel who will be selected and hired by the LICENSOR at the then prevailing market rate on the date of the function for such security personnel as the LICENSOR deems necessary to maintain order and to protect the Premises and its property during such function or event. LICENSOR shall bill for said security personnel which shall be due and payable immediately as an additional Guaranteed Minimum Monthly License Fee. If said security costs are not paid with the next installment of the Guaranteed Minimum Monthly License Fee the failure to do so with constitute a material default pursuant to Section 11.1.2 of this Agreement. In addition to their regular duties, security personnel shall be responsible to advise LICENSEE'S Management promptly of spillage of food or beverage, or similar condition(s) occurring during the month.

2.4 LICENSEE agrees that for each event catered in areas of LICENSOR'S Premises other than the Facilities, and for which there will be "sit down" dinners; LICENSEE agrees to provide a high level of service (including a sufficient number of servers) at any such events. LICENSEE shall pay the cost of sufficient cleaning personnel who will be selected and hired by the LICENSOR at the then prevailing market on the date of the function for such cleaning personnel as the LICENSOR deems necessary to clean up after and catered event in any area other than the Facilities (including if used, all areas and aspects of the Brau Catering Kitchen to the same level of cleanliness and sanitation that existed prior to its use) within a reasonable period of time, but in no event later than opening of LICENSOR'S Premises the next morning. LICENSOR shall bill LICENSEE for said cleaning personnel, which shall be due and payable immediately as an additional Guaranteed Minimum License Fee. If said cleaning costs are not paid within the next installment of the Guaranteed Minimum Monthly License Fee the failure to do so with

constitute a material default pursuant to Section 11.1.2 of this Agreement.

2.5 LICENSEE is responsible for the transportation of food, tables and other necessary equipment through the LICENSOR'S Premises to the location of any special event. LICENSEE warrants that it and its staff, employees and assistants shall take care so as to not damage any of the LICENSOR'S Premises or property, especially in any areas containing works of art. LICENSEE shall coordinate with the LICENSOR'S Facilities Coordinator at least one day in advance of any transportation of items through the Premises so that such transportation of items through the Premises can be supervised by the Facilities Coordinator or his/her personnel. To further protect the property of the LICENSOR, LICENSEE agrees that all personnel hired by it shall be competent in the tasks assigned them and will carry out those tasks without jeopardizing the property of the LICENSOR.

2.6 The LICENSOR shall use reasonable efforts to direct the catering business of its members to LICENSEE as the preferred provider of the catering services on LICENSOR'S Premises.

2.7 The cost of any catering services and/or other agreed upon charges and expense reimbursements that may be requested by LICENSOR at LICENSOR requested events shall be billed to LICENSOR when such services are rendered reimbursable expenses are incurred by LICENSEE, and shall be due and payable net 30 days.

3. Term:

3.1 The term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2016.

3.2 Provided that no event of default has occurred under this License Agreement, LICENSEE is hereby granted an option to renew or extend the term of this Agreement for an additional period of successive year as follows: Three (3) One (1) year option periods, which unless otherwise modified in writing shall be on the same terms covenants and conditions herein contained. Any such option period shall be exercised by LICENSEE by delivery of written notice of intent to LICENSOR to exercise the option at least ninety (90) days prior to the end of the proceeding term.

4. No Leasehold Interest:

4.1 It is understood and agreed, that the Facilities are the Property of LICENSOR that said Facilities are on property owned by the City of San Diego and that this Agreement does not give LICENSEE and leasehold and/or possessory interest in the Facilities or LICENSOR'S Premises, but only confers a mere license to LICENSEE to enter upon and use LICENSOR'S Facilities as provided for in this Agreement and LICENSOR does not confer on LICENSEE any right as a tenant under California law.

4.2 LICENSEE understands and agrees that the privileges conferred by this License Agreement are personal to the LICENSEE and cannot be transferred (either personally or as part of the sale of a business or transfer of any stock or interest in a corporation, association or partnership, or assigned to benefit of creditors in bankruptcy), inherited, conveyed, or assigned in any manner whatsoever by LICENSEE without prior written consent of LICENSOR, in its sole and complete discretion. Any attempted transfer or assignment terminates this License.

4.3 LICENSOR shall complete authority over the use of the Facilities and LICENSOR'S Premises at all times contemplated under this agreement.

5. Use Fees: The Guaranteed Minimum License Fee, the Percentage Use Fees and all other fees and payments due by LICENSEE to LICENSOR and referred to herein are collectively referred to herein as "Use Fees" and shall be as follows:

5.1 Guaranteed Minimum Monthly License Fee, LICENSEE shall pay to LICENSOR as a Guaranteed Minimum Monthly License Fee for use of the Facilities, the initial sum of **One Thousand Eight Hundred Twenty-Two and No/100 Dollars (\$1,822.80)** per month until June 30, 2016, which shall be paid in advance on the first day of each calendar month beginning with that month in which food service operations commence in the Facilities. The Guaranteed Minimum Monthly License Fee shall be paid in equal monthly installments on the **FIRST DAY OF EACH AND EVERY CALENDAR MONTH IN ADVANCE**. All License Fees to be paid by LICENSEE to LICENSOR shall be in lawful money of the United States of America and shall be paid without deduction or offset, **PRIOR NOTICE OR DEMAND** at the address designated in Paragraph 12. Guaranteed Minimum Monthly License Fees not received by LICENSOR when due are in default. LICENSEE agrees that it would be impracticable or extremely difficult to fix the actual damage to LICENSOR accustomed by the failure of LICENSEE to make any payment of USE FEES within ten (10) days of the due date and, therefore, LICENSEE agrees that if any such payment is not RECEIVED BY LICENSOR within fifteen (15) days of its due date, LICENSEE agrees to pay LICENSOR, as additional USE FEES, an additional charge of FIVE PERCENT (5%) on the unpaid balance thereof as a late charge. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payments by LICENSEE.

5.2 Commencing on the third extension of the initial Term, assuming LICENSEE exercises the option to extend the Term as provided herein (July 1, 2015) and on each subsequent anniversary of the commencement of the Term during the Term, including any additional extensions, options, renewals or holdovers, the Guaranteed Minimum Monthly License Fee shall be increased by percentage equal to the greater of (i) the cost-of-living adjustment in the Consumer Price Index as described in Sections 5.3 and 5.4 below, or (ii) five (5%) percent.

5.3 If the adjustment is by the Consumer Price Index, the Guaranteed Minimum Monthly License Fee for the ensuing (12) month period (Adjustment Period) shall be increased by an amount equal to the product obtained by multiplying the Guaranteed Minimum License Fee then in effect immediately prior to the commencement of the adjustment period (without regard to any temporary abatement of fees then or previously in effect pursuant to the provisions of this Agreement) by a fraction, the numerator of which is the Index, as defined below, published nearest but prior to the commencement date of the adjustment period, and the denominator of which is the Index published nearest but prior to the commencement of the twelve (12) month period immediately preceding the adjustment period.

5.4 The Index to be used is the Consumer Price Index For All Urban Consumers – All Items, for the Los Angeles-Riverside-Orange County metropolitan area published monthly by the United State Department of Labor, which in 1982-84 equals 100. If said Consumer Price Index is no longer published at the at the adjustment date, it shall be constructed by conversion tables included in such Index. If no such conversion tables are available, LICENSOR shall substitute and index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the index described above.

6. Operation of the Facilities:

6.1 During the term of this Agreement and any extensions, options, renewals and/or holdover periods

LICENSEE shall operate the Facilities on such days and hours which are mutually agreed upon by the parties within the parameters set forth of the schedule attached hereto as Exhibit "B" and incorporated herein by this reference. At the request of the LICENSOR, LICENSEE further agrees that it will not operate the Facilities for any purpose, including catering services when such operation would conflict with the operational policies and guidelines established from time to time by the LICENSOR.

6.2 LICENSEE shall furnish all supplies for the operation of the Facility at the LICENSEE'S sole cost and expense and shall enter into contracts and obtain supplies in LICENSEE'S name and LICENSOR shall not be held responsible for LICENSEE'S contractual agreements. LICENSEE shall, at the LICENSEE'S sole cost and expense, hire, train and employ such assistants, staff or employees as LICENSEE deems necessary for the proper operation of the Facilities and any catering services performed on the Premises. LICENSEE assumes full and sole responsibility for the actions and/or conduct (negligent or intentional) of its assistants, staff or employees, none of whom shall be considered employees of the LICENSOR, and further agrees to be solely responsible for the payment of all compensation and expenses (Including, but not limited to all State and Federal withholding and Worker's Compensation requirements), of said assistants, staff or employees.

6.3 LICENSEE, its assistants, staff or employees will conduct themselves in a responsible, civil and law abiding manner at all times while using the LICENSOR'S facilities or on LICENSOR'S Premises. LICENSEE accepts full responsibility and any costs of repair for any and all property damage that may be caused to LICENSOR'S Facilities or Premises by LICENSEE, its assistants, staff or employees. At all times, LICENSOR reserves the right at LICENSOR'S sole and absolute discretion to exclude from LICENSOR'S Premises and/or the Facilities and assistant, staff person or employee of LICENSEE who does not conduct him/herself in a responsible, civil and law abiding manner while on LICENSOR'S Premises.

6.4 LICENSEE is responsible for control of the keys obtained from LICENSOR and the overall security of the Facilities. Overall security includes but is not limited to locking doors, gates and windows, and setting alarms. LICENSEE shall coordinate access to, and the securing of, the Facilities and access to other parts of the Premises with LICENSOR'S security officers and services. LICENSEE shall abide by all of LICENSOR'S security policies and procedures and they shall control in the event of any inconsistency with LICENSEE'S policies and procedures. LICENSEE shall keep confidential and secure LICENSOR'S security policies and procedures, keys and alarms. LICENSOR shall not be responsible for any lost or stolen property belonging to LICENSEE, its assistants, staff, guests or employees.

6.5 LICENSEE also agrees to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free work place.

6.6 LICENSEE also agrees to comply with California Government Code Sections 11135-11139.5; as Federal Rehabilitation Act of 1973, Sector 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the right of people with disabilities.

6.7 The purchasing of all food, beverages, supplies and services required for the operation of the Facilities and any catering service performed on the Premises shall be at the sole cost and expense of LICENSEE. All such purchases will be made by, and in the name of and for the account of LICENSEE. The delivery of any and all food, beverages and/or supplies shall be made during regular business hours and shall be supervised by responsible

personnel of LICENSEE. All such deliveries shall be made through LICENSOR designated service entrances to the Premises, which may, from time to time change, depending upon LICENSOR activities and LICENSOR'S right to the quiet use, enjoyment and operation of its Premises.

6.8 While remaining in compliance with the LICENSOR'S Kashrut policy, LICENSEE shall retain control over the selection of menus, establishment and prices and the preparation of high quality food prepared in the Facilities.

6.9 LICENSEE at LICENSEE'S expense shall be responsible for complete supervision of the Facilities to ensure (I) the prompt compliance with all applicable laws, including without limitation, all sanitary and safety regulations customary and applicable to the operation of a food and beverage service business in the County of San Diego; (ii) compliance with all policies of the LICENSOR, including without limitation, the NO SMOKING policy on any portion of LICENSOR'S Premises; and, (iii) refrain from committing or suffering to be committed any waste upon the Premises, or any nuisance or act or thing (i.e. strong odors) which may disturb the quiet enjoyment of the LICENSOR and shall not use the service entrance(S) or public hallways for storage. LICENSEE also agrees to employ a Maschgiach to assure compliance with the laws of Kashrut.

6.10 LICENSEE, at LICENSEE'S expense shall be responsible for the acquisition or assumption of any necessary licenses to operate a food and beverage service business in the Facilities or on the Premises including, if permitted, by the California Department of Alcoholic Beverage Control, an alcoholic beverage license. All such permits and licenses acquired by LICENSEE shall be in the name of LICENSEE doing business at LICENSOR'S Facilities.

6.11 LICENSEE, at LICENSEE'S expense shall be responsible for the cleaning and sanitation of all food service counters, refrigeration equipment, cooking equipment, food preparation surfaces, kitchen floors, exhaust hoods (including bi-monthly cleaning/rotation of filters in exhaust hoods and exhaust ducts cleaning at least annually) the food service dining area and dining area floors, chairs, tables, dishware, utensils and/or and other items used in the preparation and service of food. LICENSOR shall only be responsible for after-hours nightly cleaning of the common areas adjacent to the guest service areas of the Facilities.

6.12 LICENSOR shall be responsible for the payment of all gas, electric and water utilities related to the Facilities; provided, however, to the extent that LICENSEE'S consumption of such utilities is excessive, LICENSOR may assess LICENSEE with respect to such excess use as an additional Use Fee. LICENSOR shall contract with and maintain a professional pest control company to provide preventive and active infestation control of the Facilities and LICENSEE shall be responsible for reimbursing LICENSOR for all costs of such pest control services related to the Facilities. LICENSEE shall be responsible for the proper preparation and removal of all trash from the Facilities to exterior dumpsters provided by and at the expense of the LICENSOR in the area adjacent to the Premises. To the extent possible, all disposable products, including but not limited to cups, containers, plates, utensils, bags and wrap shall be made of recyclable materials. Guidelines relating to the preparation and removal of trash from the Facilities are attached hereto as Exhibit "C" and incorporated herein by reference as though set forth at length.

6.13 LICENSOR shall have the right to review and approve (Which approval shall not be unreasonably withheld) all uniforms and dress codes of servers, the design and appearance of all signage, printed menus, paper ware and/or any other equipment to be used in the overall design and operation of the Facilities, as well as any subsequent changes thereto.

6.14 LICENSEE shall keep the Facilities and premises, and all fixtures and personal property located thereon, free from and all liens arising out of any work performed, materials furnished, or obligations incurred by LICENSEE, its employees, agents and contractors, and LICENSEE agrees to reimburse LICENSOR for attorneys' fees incurred in defense of proceedings to enforce or foreclose such liens.

6.15 Pursuant to California labor laws, LICENSEE shall, at its sole cost and expense establish and maintain and Illness and Injury Prevention Plan ("IIPP") which shall be applicable to all LICENSEE'S employees at the Facilities or on the Premises. The IIPP shall be in effect throughout the term of the Agreement and any extensions, options, renewals and/or holdover periods. LICENSEE shall provide the maximum quality of Service and Supplies at the Café, reasonable prices and good public relations with LICENSOR'S visitors, guests and employees. LICENSEE shall anticipate and resolve problems with Services, fixtures or supplies immediately and shall alert LICENSOR management and staff if the problem necessitates coordination or assistance with LICENSOR. LICENSEE shall comply with all state and local regulations relating to the purchase, storage, preparation and distribution of food and beverage services and supplies. It shall also comply with all state and local regulations regarding facility sanitation and maintenance. LICENSEE shall conform with the provisions of the Uniform Food Facilities Law (formerly the California Restaurant Act), CAL-OSHA and other state regulations.

6.16 LICENSEE shall pay all applicable sales, use, and property taxes assessed with respect to its fixtures and equipment that may be assessed to the Premises. LICENSEE shall hold LICENSOR harmless, in the event any sales, use tax, or property tax, including California use tax, is assessed with respect to the sale of food and beverage under the terms of this Agreement, against any liability with respect to any such assessments and against all costs and expenses related thereto.

7. Equipment and Fixtures:

7.1 LICENSOR Owned Equipment and/or Fixtures: LICENSOR shall at its own cost provide the Facilities to LICENSEE with the furniture, furnishings and equipment shown on the Equipment and Fixture Inventory attached hereto as Exhibit "D" and incorporated herein by reference as though set forth at length. By execution of the License Agreement, LICENSEE acknowledges that the Facilities and said furniture, furnishings, equipment and fixtures are in good condition and order and are satisfactory to enable it to perform its operations hereunder. During the term of this Agreement and any extensions, options, renewals and/or holdover periods LICENSEE shall immediately notify LICENSOR of any damage to any furniture, furnishings, fixtures and/or structures that are part of the Facilities.

7.2 Additional or Replacement Equipment and Fixtures: Any additional food service equipment or fixtures needed for the proper operation of the Facilities shall be provided by LICENSEE, at its sole cost and expense, provided that the written consent of the LICENSOR is first obtained before any such purchases are made or equipment or fixtures are brought into the Premises.

7.3 Repair and Maintenance: During the term of this Agreement and any extensions, options, renewals and/or holdover periods LICENSEE shall, at LICENSEE'S expense, and as may be required due to normal wear and tear, repair or replace furnishings or equipment in the Facilities at LICENSEE'S sole cost and expense, which such replacements shall be property of LICENSOR.

7.4 Use and Operation: LICENSEE shall be responsible for the proper use and operation of all equipment and furnishings in the Facilities. Subject to Paragraph 7.5 LICENSOR shall maintain the structural aspects of the Facilities in a good state of repair including such items as interior painting, plumbing and electrical maintenance.

7.5 Plumbing: LICENSEE shall not place large amounts of material in the garbage disposal or in the sinks so as to cause clogging in the plumbing. In the event that the plumbing becomes clogged as a result of LICENSEE'S operations LICENSEE shall at LICENSEE'S expense have all such plumbing problems rectified immediately by a professional plumber. LICENSEE further agrees at LICENSEE'S expense to maintain the grease trap in the Facilities and to engage a professional service to periodically empty it.

7.6 Ranges: LICENSEE shall at LICENSEE'S expense have the range hood fire suppression system and kitchen grease exhaust ducts serviced by qualified (fire equipment) vendors at least every six (6) months. Such services shall include replacing or cleaning, as needed, all filters, exhaust fans, housing and associated equipment.

8. Insurance and Indemnification:

8.1 General Provisions.

8.1.1 LICENSEE shall not commence any form of food or beverage service in the Facilities or on the Premises pursuant to this Agreement until it has obtained all of the following categories of insurance.

8.1.2 LICENSOR shall have the right at any time to request copies of any and all policies of insurance obtained by LICENSEE in connection with this Agreement.

8.1.3 All insurance policies shall be issued by insurers licensed to do business in California and acceptable to LICENSOR.

8.1.4 All policies of insurance shall be issued in the name of LICENSEE, with LICENSOR listed as an additional insured, and certificates of this insurance shall be delivered to LICENSOR within ten (10) days of the execution of this Agreement. All insurance policies shall contain a provision, that a thirty (30) days prior written notice of any cancellation shall be given to LICENSOR and LICENSEE before the effective date of cancellation. The following statement regarding additional insured shall be included on all applicable insurance certificates:

"LICENSOR, its agents, officers, director, trustees, advisors, servants, and employees are made additional insured's in the comprehensive general liability and comprehensive automobile liability insurance, including so-called umbrella or excess coverage, as such coverage relates to LICENSEE'S operation of a food and beverage service business through association with LICENSOR'S Facilities or Premises as set forth in this Agreement."

8.1.5 LICENSEE shall immediately report in writing to LICENSOR and incident which might reasonably be expected to result in any claim(s) under any coverage(s). LICENSEE agrees to cooperate with the LICENSOR by promptly releasing reasonable information periodically as to the disposition of any claims, including if requested, a resume of claims experience relating to all its operations in the Facilities or the Premises.

8.2 Scope of Insurance

8.2.1 During the term of this Agreement, LICENSEE shall secure and maintain insurance coverage for the risks and in the amounts set forth in this Section.

8.2.2 LICENSEE shall secure and maintain during the term of this Agreement all workers' compensation insurance required by California law for all of LICENSEE'S employees. LICENSEE shall require the same coverage for any subsidiaries, agents, if any, and their employees and shall carry employer's liability insurance coverage in an amount of not less than \$1,000,000.00 as part of the LICENSEE'S worker's compensation insurance.

8.2.3 LICENSEE shall secure and maintain during the term of the Agreement and extensions, options, renewals and/or holdover periods a minimum of \$2,000,000.00 combined single limit comprehensive general liability and comprehensive automobile liability insurance including so-called umbrella or excess coverage, covering LICENSEE, its employees, agents and subsidiaries, for claims for damages for bodily injury and property damage and personal injury insurance, including hazard groups A, B and C. Coverage shall include blanket contractual insurance and such coverage shall make express reference to LICENSEE'S indemnity obligation pursuant to Section 8.3. The liability insurance shall include coverage for products, including Dram Shop common law liability or liquor liability, as that may be relative to the Facilities and special catered events held on the Premises which are serviced by LICENSEE.

8.2.4 LICENSEE agrees that the bodily injury liability insurance provided for shall be in effect at all times during the term of this Agreement and any extensions, options, renewals and/or holdover periods. In the event said insurance coverage expires at any time or times prior to or during the term of this Agreement, LICENSEE agrees to provide LICENSOR with a new certificate of insurance evidencing insurance coverage as provided for not less than the remainder of the term of this Agreement, for a period of not less than one year. In the event LICENSEE fails to keep in effect insurance coverage as provided, LICENSOR may, upon giving written notice of such default as provided in Paragraph 11.1, in addition to any other remedies available in law or equity, terminate this Agreement upon the occurrence of such event. All policies of insurance required to be maintained hereunder by LICENSEE shall be primary and non-contributing with any insurance maintained by LICENSOR in its discretion.

8.3 Indemnification. To the fullest extent permitted by law, LICENSEE shall indemnify LICENSOR, its parents, subsidiaries, affiliates, their agents, officers, directors, advisors and employees against and hold them harmless from, any and all liabilities and/or claims both real and alleged for damages, costs, losses, and legal and investigative expenses resulting from, arising out of or in any way connected to LICENSEE'S, or its agents or employees use and operation of the Premises, including any alleged negligence, wrongful performance, or failure to preform fully in connection with this Agreement and/or LICENSEE'S providing of services in relation to this Agreement, whether such injury occurs upon adjacent to the Facilities or the Premises. LICENSEE further agrees to defend LICENSOR, its parents, subsidiaries, their agents, officers, directors, advisors and employees from all suits, actions or proceedings brought by any third party against them, for which LICENSEE would be liable or be alleged to be liable hereunder. These indemnity obligations shall include reasonable attorney's fees, investigative costs, and all other reasonable costs incurred by LICENSOR from the first notice that any claim or demand is to be made or may be made.

9. Alterations: LICENSEE will not make any alterations, additions, or improvements to the Facilities or the Premises without LICENSOR'S prior written consent, which consent LICENSOR can reasonably grant or withhold in its sole and absolute discretion. All Alterations, additions, and improvements consented to by LICENSOR, shall comply with the following requirements:

9.1 LICENSEE shall provide LICENSOR with ten (10) days prior written notice before the LICENSEE'S construction commences so the LICENSOR can post Notices of Non-Responsibility;

9.2 Any such alterations, additions and improvements to the Facilities or Premises shall be made at LICENSEE'S sole cost and expense;

9.3 LICENSEE shall not change the general character of the Facilities or the Premises;

9.4 Any such alteration, addition, or improvement shall be made with due diligence, in a good and workmanlike manner with permits, and in full compliance with all municipal, state and federal laws and building codes then in effect at the time. All work to be of a quality equal to or better than that of the existing building;

9.5 Any such alteration, addition, or improvement shall be promptly and fully paid for by LICENSEE, with no mechanics liens;

9.6 Any such alteration, addition, or improvement shall be made under the supervision of an architect, contractor or engineer reasonable satisfactory to LICENSOR and in accordance with plans and specifications and cost estimates approved by LICENSOR;

9.7 All work to be done in such a manner that will not unreasonably disrupt the LICENSOR'S staff, members, guests, other users and visitors to the Premises;

9.8 LICENSOR shall have right to inspect the construction while work is in progress;

9.9 At the conclusion of the construction, the LICENSEE shall deliver to LICENSOR mechanics' lien releases, a set of as-built plans, assignments of the warranties, a copy of the architectural and contraction contract, and a certificate from the architect or contractor that the work was completed in accordance with the plans approved by the LICENSOR; and,

9.10 Any additions to or alterations of the premises, except movable Furniture and trade fixtures, shall become at once part of the realty and belong to the LICENSOR.

10. Signs: LICENSEE shall not place or permit to be placed in, upon the Facilities or within, without or adjacent to the Premises any sign or poster that (i) is not in compliance with the approved sign criteria standards attached hereto and incorporated herein as Exhibit "E"; and, (ii) which has not first received LICENSOR'S prior written consent to the design and proposed location of such sign or poster. Small temporary signs (i.e. signs relating to process or service) which comply with the Exhibit "E" criteria and have LICENSOR pre-approved location, may be installed without further approval, but shall be removed if requested by the LICENSOR.

11. Termination:

11.1 Upon LICENSEE Default. In the event LICENSEE fails to perform any material obligation or condition of this Agreement. LICENSOR shall notify LICENSEE of such default in writing. A copy of such notice

shall also be mailed to LICENSEE pursuant to Paragraph 12. If the default is with respect to any payment required to be made LICENSEE, LICENSEE shall correct such default within five (5) business days of receipt of the notice of default from LICENSOR. If the default is of non-monetary nature, LICENSEE shall cure, or take all action necessary to begin immediately the curative process within ten (10) days of receipt of the notice of default. In the event LICENSEE fails to cure or begin curing the default within the times specified, or such greater period as LICENSOR may permit, LICENSOR shall have all rights accorded by law, including the right to terminate this Agreement. In the event LICENSEE cannot perform its obligations under this Agreement because of a labor dispute involving LICENSEE employees, such non-performance will not be considered a default. However, in the event of a labor dispute, the LICENSOR may operate the Facilities until the labor dispute is settled to the extent permitted by law including those regulations governing the sale of alcoholic beverages. In the event that LICENSEE is unable to perform its obligations due to such labor dispute for more than sixty (60) days, the LICENSOR retains the option to terminate this Agreement upon an additional thirty (30) day written notice. Failure on the part of the LICENSOR to promptly notify LICENSEE of default in accordance with Paragraph 11.1.1 shall not be deemed a waiver by LICENSOR or LICENSOR'S rights on default of LICENSEE or any default at any subsequent time.

11.2 Other Basis For Termination. In the event a decree or order by a court having jurisdiction shall be issued (i) adjudging LICENSEE bankrupt or insolvent; (ii) approving as properly filed petition seeking reorganization of LICENSEE under any section of the Federal Bankruptcy Code, as amended; (iii) ordering and approving the receiver, liquidator or trustee in a bankruptcy for LICENSEE or its property ; (iv) if LICENSEE shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of any bankruptcy or insolvency proceedings against it; (v) if LICENSEE shall file a petition or seek reorganization under any state insolvency laws, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes; (vi) if LICENSEE shall abandon this License Agreement, or (vii) the under statement by LICENSEE of any reporting of Gross Receipts for determination of Percentage Use Fees due hereunder by more than two percent (2%); then the LICENSOR may terminate this License Agreement and all rights of LICENSEE to operate thereunder.

11.3 Disposition of Alcoholic Beverage Licenses on Termination. In the event of a termination of this Agreement, either through termination of the terms, through termination for cause, or in the event of temporary cessation of LICENSEE'S ability to perform, LICENSEE shall sell and transfer any alcoholic beverage license in effect for the LICENSOR'S Facilities and/or Premises to the LICENSOR subject to approval of the Department of Alcoholic Beverage Control. Such transfer shall be affected immediately upon notice, with the LICENSOR having the right to repurchase said license for the same amount as paid by LICENSEE.

11.4 Post Termination Obligations. In the event that this Agreement is terminated upon default, LICENSOR may assume immediate control of the operation of the Facilities and all equipment installed on the Premises and LICENSOR may continue to operate the same to the extent permitted by law, until satisfactory arrangements may be reached with LICENSEE concerning the default, or until LICENSOR shall obtain the services of another operator. During the period of operation by LICENSOR, LICENSOR shall be entitled to use all smallwares and equipment in and around the Facilities and the Premises and all supplies and inventory of LICENSEE on hand and LICENSEE shall not be entitled to any monies received from such operations, except reimbursement of the cost of supplies or inventories utilized during such period, less any Guaranteed Minimum Monthly License Fees and/or any Percentage Use Fees that are owed by LICENSEE to LICENSOR at that time. Prior to any termination or expiration of this Agreement, the parties agree to pay each other, in full, all balances that may be owed to the other for any financial matters covered by this Agreement.

12. Notices: Any notices, reports or other communications, which may or must be given under this Agreement, shall be effective if personally delivered or if sent by certified mail, postage prepaid, and addressed to the LICENSOR or LICENSEE as set forth in the introductory paragraph to this Agreement, and either party may change its address for notice purposes by written notice to the other party at its then applicable address for such written notice.

13. Nature of Relationship: LICENSEE is engaged as an independent contractor under this Agreement, and nothing herein should be construed to create between LICENSOR and LICENSEE an employer-employee relationship, partnership or joint venture.

14. Destruction of the Facilities: If the Facilities shall, without fault of LICENSEE, be destroyed or be so damaged by fire or by providential means, as to become wholly or partially untenable, and if LICENSEE shall, by a writing delivered to LICENSOR within thirty (30) days after such damage or destruction, elect to have the Facilities restored, then the LICENSOR shall devote the insurance proceeds to restoring the Facilities within a reasonable time after such election, putting the Facilities in as good condition as they were at the time of destruction or damage; provided, however, that there shall be no abatement of the Guaranteed Minimum Monthly License Fee during the period that the Facilities are being restored and the LICENSOR'S obligation to restore is limited to the amount of such insurance proceeds and that the LICENSOR has no obligation to restore if the LICENSOR'S Board of Directors decides that they do not wish to have the Facilities restored for restaurant purposes, in which case, this Agreement shall be terminated immediately upon written notice from the LICENSOR to LICENSEE of the Board's election. If for any reason the Facilities are not being restored, LICENSEE shall deliver and surrender the Facilities to the LICENSOR and this Agreement shall terminate.

15. Taxes: LICENSEE agrees to pay prior to delinquency, any and all taxes assessments validly levied or assessed upon Facilities (real property) or its interest in any furniture, furnishings, fixtures and equipment in the Facilities or on the Premises.

16. Assignment: Neither party hereto may assign any right hereunder or delegate any obligations created by this Agreement without prior written consent of the other party, and any purported assignment or delegation without such written consent shall be void. LICENSEE shall not sublicense all or any portion of the Facilities.

17. General Provisions:

17.1 Payment of Expenses. Except as otherwise provided herein, each party hereto shall pay its own expenses incidental to the preparation, negotiation, execution, and consummation of this Agreement (including outside auditors and attorneys) and shall not make a claim to the other party for reimbursement, whether or not the transaction is consummated.

17.2 Recovery of Costs. If any legal action or any arbitration or other proceeding, including any bankruptcy proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. "Prevailing Party" within the meaning of this selection includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of covenants allegedly breached, or who obtains substantially the relief sought by it.

17.3 **Dispute Resolution.** The parties agree that in the event any dispute arising out of or related to the Agreement is not resolved in the ordinary course of business, the parties shall in good faith attempt to resolve the dispute through negotiation by their representatives who are at a higher level of management than those involved in the day-to-day administration of the Agreement. Accordingly, each party agrees that it may not commence legal action against the other with such dispute without first attempting to resolve the dispute in accordance with the following procedure:

A. Written notice of the dispute (Notice of Dispute) shall be issued to the other party. Such Notice shall state the nature of the dispute, the issuing party's position, and the reasons supporting its position. The recipient shall, within fifteen (15) days of its receipt, issue a written response setting forth its position.

B. Within thirty (30) days of the receiving party's receipt of the Notice of Dispute, representatives of each party who have the authority to settle the controversy, and who are at a higher level of management than the persons with direct responsibility over the administration of this Agreement, shall meet, at a mutually agreeable time and place, to attempt to negotiate a settlement of this controversy. All negotiations pursuant to this clause will be confidential and shall be treated as a compromise and settlement negotiations for purposes of the Federal Rule of Evidence and State Rules of Evidence.

C. **Arbitration.** If the parties fail to resolve the dispute within sixty (60) of the recipient's receipt of Notice of Dispute, or if the parties fail to meet during an aforementioned thirty (30) day period, then the dispute shall be submitted to arbitration. Arbitration proceedings may be commenced by giving the other party written notice and proceedings may be commenced by giving the other party written notice and proceeding in accordance with the rules and procedures of the American Arbitration Association. This arbitration shall take place before a single arbitrator in San Diego, California. The arbitration shall be governed by and subject to the applicable laws of the State of California (including Section 1283.05 of the California Code of Civil Procedure) and the then prevailing rules of the American Arbitration Association for the arbitration of commercial disputes. The arbitrator's award shall be final and binding a judgment upon the award may be enforced by any court of competent jurisdiction.

D. Notwithstanding the foregoing, either party may file a complaint or seek equitable or other provisional judicial relief if, in its sole judgment such action is necessary to avoid irreparable damage or harm. If there is any litigation between the parties regarding this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees in addition to such other relief as court may award. This paragraph shall survive the termination of this Agreement.

17.4 **Consent to Jurisdiction.** Subject to Paragraph 17.3, any legal action or proceeding arising out of or relating to this Agreement, or any transaction contemplated thereby, shall be instituted only in a State or Federal Court of competent jurisdiction in San Diego County, California, and the parties consent to the jurisdiction of such courts.

17.5 **Further Cooperation.** Each party covenants and agrees to prepare, execute, acknowledge, file, record, publish and deliver to the other parties hereto such other instruments, documents, statements, if any, and take such action as may be reasonably necessary or convenient in the discretion of the requesting party to carry out more effectively the purposes of this Agreement.

17.6 **Effect of Headings.** The subject of headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

17.7 Incorporation. All Exhibits attached to this Agreement are incorporated by this reference.

17.8 Entire Agreement; Modification; Waiver. This Agreement and Exhibits hereto constitute the entire Agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17.9 Counterparts. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instruments.

17.10 Parties In Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer and right or remedies under of by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relive or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action against any party to this Agreement.

17.11 Legal Authority. Each individual executing this Agreement on behalf of any corporation or other legal entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation or entity, and that this Agreement is binding upon said corporation or entity in accordance with its terms.

17.12 Amendment. This Agreement may only be amended by the written consent of all parties to this Agreement at the time of such amendment.

17.13 Binding Effect. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors.

17.14 California Law. This Agreement is made and entered into the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California.

17.15 Construction and Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement shall be invalid or prohibited by court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition without invalidation the remainder of such provision or the remaining provisions of this Agreement.

17.16 Time of Essence. Time is of the essence in this Agreement and in each and all its provisions.

17.17 Concurrent Remedies. No right or remedy conferred upon the parties to this Agreement is

exclusive of any other right or remedy given hereunder, now or hereafter, existing at law or otherwise, and may be enforced concurrently or from time to time.

17.18 Subordination of Agreement. This Agreement is subordinate and subject to and limited by the agreement(s) and amendments thereto between the LICENSOR and the City of San Diego concerning LICENSOR'S right to use and occupy Premises.

17.19 Force Majeure. Neither party to this Agreement shall be held liable for failure to comply with any of the terms of this Agreement when such a failure is caused solely by earthquake, fire, labor dispute, strike, war, insurrection, government restrictions, acts of God, or other force majeure beyond the control and without the fault on the party involved, provided such party uses due diligence to remedy such default.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

LICENSOR:

LAWRENCE FAMILY JEWISH
COMMUNITY CENTERS OF
SAN DIEGO COUNTY

By: _____

Title: _____

Date: _____

LICENSEE:

MD Food Service, dba, "THE PLACE"
MORRIS DAREY

By: _____

Title: _____

Date: _____