

EVENT LICENSE AGREEMENT

1. **General Terms.** For purposes of this Event License Agreement (“**Agreement**”), the following will apply:

- (a) **“Date of Agreement”**:
- (b) **“Owner”**: Sansome Holdings, L.P.
c/o Manager at Manager’s address
- (c) **“Manager”**: CBRE
343 Sansome Street, Suite 175
San Francisco, CA 94104
Tel. No.: (415) 434-0343
- (d) **“Licensee”**:
Address: 343 Sansome Street, Suite
San Francisco, CA 94104
Attention:
Tel. No.: (415) 434-0343
- (e) **“Event Name”**:
- (f) **“Event Schedule”**: Xpm to Xpm,
“Set-Up Time”: No sooner than: 4:00pm
“Clean-Up Deadline”: No later than: 9:00pm
- (g) **“Project”**: 343 Sansome
Address: 343 Sansome Street, San Francisco, California 94104
- (h) **“Location”**: Rooftop Garden ; Outlined on attached **Exhibit “A”**
- (i) **“License Fee”**: \$250.00
- (j) **“Clean-Up Fee”**: Varies based on the scope of the event. An estimate will be provided.
- (k) **“Security Deposit”**: None
- (l) **“Insurance Limits”**:
General Liability: \$5,000,000 (per occurrence)
Personal Injury: \$5,000,000 (per occurrence)
Property Damage: \$1,000,000 (per occurrence)
- (m) **“Special Provisions”**:

(i) Decorations may not be affixed to the walls, fixtures or furnishings in the Premises. Use of tape of any kind, cellophane adhesives, nails, screws, staples, tacks, or any other material which will affect the walls, woodwork, ceiling, carpets, railings, furnishings or other finishes inside or outside the Premises is strictly prohibited. All surfaces must be protected from scratches.

(ii) Entrances and exits to the Premises and the building shall remain clearly visible and unobstructed at all times.

(iii) Licensee will transport items to the Location by such route and at such times as approved in advance by Manager. Unless Manager consents, no items will be transferred to the Location during Project operating hours. None of Licensee’s Property will be dragged across any floor or other surface. Licensee will hand carry or use carts or dollies with 2-inch wide rubber wheels to transport Licensee’s Property to the Location.

(iv) In the event of danger or damage to the Premises, Manager reserves the right to terminate the Event. In such event, the license fee, and any other charges paid by Licensee shall not be refunded. Damages must be repaired in a reasonable time frame to be determined by the Licenser.

(v) Food and beverages may be served in the Premises only upon prior approval by Manager. Service of alcoholic beverages must be approved by Manager in advance of the Event. If approved by Manager, Licensee assumes all responsibility and legal liability for events or injuries related to service of alcoholic beverages at the Event. Licensee shall insure that caterers and licensed bartending services comply with all alcoholic beverages laws in providing bar service. Licensee shall add Liquor Liability Insurance to their tenant insurance policy and provide a copy of the addendum to the Manager three business days prior to the event.

2. Temporary License. Licensee will (a) use the Location solely for the purpose of holding or participating in the Event during the Event Schedule, (b) commence setting up its equipment, materials and other property ("***Licensee's Property***") in the Location at the Set-Up Time, and (c) complete removal of Licensee's Property from and clean-up the Location no later than the Clean-Up Deadline. Licensee will comply with (i) all federal, state and local laws, ordinances, rules and regulations applicable to the Event ("***Applicable Law***"), including without limitation obtaining all necessary licenses and permits, and (ii) the Event Rules attached hereto as **Exhibit "B"** and any additional rules promulgated by Owner. Owner will provide no special parking for Licensee Parties or Event attendees. Owner will have the right to relocate the Location to another part of the Project upon no less than 24 hours' prior written notice to Licensee.

3. Payments by Licensee. Upon execution of this Agreement, Licensee will pay Owner the License Fee and Clean-Up Fee. Licensee will pay Owner any extra expenses not covered by the initial estimate within 10 days after receipt of Owner's invoice.

4. Term. The "***Term***" of this Agreement will begin upon the first entry onto the Location by a Licensee Party (defined below) for any purpose relating to the Event and will end upon Licensee's completion of its obligations and departure of the last Licensee party. No Licensee Party will enter the Location prior to the Set-Up Time nor remain in the Location after the Clean-Up Deadline without the prior written consent of Owner or Manager. Owner will have the right to terminate or postpone the Event without cause by written notice to Licensee no later than 25 days prior to the Set-Up Time. OWNER WILL NOT BE LIABLE TO ANY LICENSEE PARTY FOR ANY EXPENSES OR DAMAGES INCURRED BY A LICENSEE PARTY IF THE EVENT IS TERMINATED OR POSTPONED.

5. Maximum Occupancy. The maximum occupancy shall not exceed 267 people. Licensee shall ensure the Maximum Occupancy does not exceed 267 at any time during the event.

6. Security Requirement. Events with over 15 guests Licensee will be required to hire a Security Officer to be posted in the main Lobby for the duration of the event. The Security Officer will direct guests to the Roof Deck. An estimate will be provided to the Licensee prior to the event and the charges will be billed back to the Licensee. In lieu of hiring the Security Officer Licensee may post their own employee in the main Lobby for the duration of the event.

7. Elevator Use. The Wheel Chair Lift located on the roof deck is provided for the carriage of disabled guests. All other use is strictly prohibited.

8. Clean-Up. By the Clean-Up Deadline, Licensee will, at its expense, (a) remove all of Licensee's Property, trash and debris from the Location and surrounding areas, (b) return the Location and surrounding areas to their pre-Event condition, and (c) repair and/or replace any property, equipment, structure, landscaping or other portion of the Project which is damaged or destroyed in connection with the Event.

9. Insurance. Licensee hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from the use of the Premises by Licensee and shall pay all repair costs as deemed necessary by Manager. Licensee shall indemnify, hold harmless, and defend Manager and Owner their officers, shareholders, employees, agents and affiliates, against and from any and all costs and expenses (including attorneys' fees) and all claims of liability for loss, damage or injury to persons or property arising out of or asserted to arise out of or result from the use of the Premises by Licensee, or from any activity permitted or suffered by Licensee in, or about the Premises including, without limitation on the foregoing, the acts or omissions of Licensee or, its officers, directors, shareholders, employees, agents, affiliates, independent contractors, invitees and guests, all consequential damages and all claims based on, or asserted to be based on a defect in any food or merchandise distributed in connection with Licensee's use of the Premises.

Licensee shall keep and maintain, at its own cost and expense, a policy of comprehensive general public liability insurance, with policy limits of not less than \$1,000,000, for property damage (in any one occurrence) and policy limits of not less than \$5,000,000 for bodily injury or death for any number of persons (in any one occurrence), insuring Manager and Owner against all liability which may arise as a result of the use of the Premises by Licensee, its directors, officers, shareholders, employees, agents, affiliates, independent contractors, invitees and guests, including the contractual liability of Licensee under this Agreement. Such policy of insurance shall name Manager and Owner as an additional named insured, and the coverage afforded by such policy shall be primary in relation to any coverage afforded by any insurance policy carried Manager or Owner. Licensee shall provide Manager with a certificate evidencing such insurance two (2) days prior to the Event. Failure to provide such evidence of insurance may result in cancellation of this Agreement and the rental fee, security deposit and any other charges paid by Licensee shall be forfeited.

ACCORDINGLY, the parties have executed this Agreement as of the Date of Agreement specified above.

“Owner”

“Licensee”

By: CBRE, Managing Agent for Sansome Holdings, L.P.

By: _____

By: _____

Name: Diane Stanton

Name: _____

Title: Real Estate Manager

Title _____

EXHIBIT "A"

LOCATION: XXX, 343 Sansome Street

See Attached Floor Plan

343 Sansome Roof Garden

Event Rules and Regulations

1. All Rules and Regulations in the Lease apply to events held at the Rooftop Garden whether they are mentioned below or not.
2. Arrangements for Tenant Events must be made with the Building Management Office at least two weeks in advance, and approval is solely at the Landlord's discretion.
3. Tenant must sign Landlord's License Agreement at least one week prior to the event.
4. Certificates of insurance naming entity names as required by the Insurance Requirements for all tenant vendors (including, but not limited to, caterers, delivery companies, etc.) must be received by the Building Management Office 48 hours prior to the event. If alcohol is being served, the caterer must provide proof of Liquor Liability insurance. Tenant must add Liquor Liability Insurance to their policy and provide a copy of the addendum to the Building Management Office three business days prior to the event.
5. Maximum Occupancy shall not exceed 267 at any time during the event.
6. Decorations are not permitted to be hung over railings or to be affixed on the building. All decorations must be removed and the area must be returned to its pre-event condition by 8:00 AM the next day for evening events.
7. As the Rooftop Garden is a building common area, a portion of the garden including fixed tables must remain open for the use of individual building occupants and their customers at all times.
8. Rooftop Garden furniture is affixed to the patio and may not be moved from its existing location.
9. Smoking is prohibited except in designated smoking area.
10. Cooking, barbecuing, or any open flames are prohibited. Heating, heat lamps, burners are all prohibited.
11. Amplified live music is not permitted. All music must be kept to a volume so that it does not travel beyond the event area and does not disturb adjacent tenants or neighboring buildings.
12. Tenant is responsible for the cost of any repairs to building furnishings, fixtures, equipment or other property (including plant material) damaged in the course of the event.
13. Landlord reserves the right to shut down the event due to activities that, in the sole judgment of Landlord's representative, may detract from the continued proper operation of the building.
14. All indemnification obligations of Tenant contained in its Lease shall apply to such event and Tenant's insurance coverage shall apply to the premises as though it was contained in the Lease.
15. Licensee will keep the Location and surrounding areas, and Licensee's Property at the Location, in a neat, clean and attractive manner, free of any trash or debris originating from the Location or resulting from Licensee's activities. No boxes, trash, back-up stock or personal items will be visible to Licensee's customers at any time. Licensee will not place any substance or object on the floor in or around the Location that might cause the floor to become slippery or otherwise hazardous. Licensee will not permit any noise, music, odor, or other nuisance at the Location that would annoy other occupants of the Project or members of the public.
16. Licensee must obtain prior approval of any tables, booths, or other Licensee's Property that Licensee intends to place in the Location. Licensee will not place (a) any of Licensee's Property outside the Location or on any fixture in the Project or (b) any permanent adhesive on the floor or Project fixture. Unless expressly approved in writing by Manager, Licensee will not permit any table, chair or other equipment lacking rubber or soft vinyl bases at its floor contact points to be placed on the floor except on vinyl or rubber mats or carpets.

Initial _____

Roof Garden Rules and Regulations

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17. Any utilities supplied to Licensee by Owner will be subject to a reasonable usage fee. A maximum of 20 amps connected electrical load (or such lesser amount as may be safely provided by the existing electrical circuit[s] and facilities serving the Location) per outlet will be allowed. Licensee will cover any exposed electrical cords with a carpet strip taped down with silver or gray duct tape.
18. Building Management Office does not provide, loan, or distribute any equipment and or items for the event. Licensee is responsible for all equipment/items associated with the event as well as delivery and pick up of all equipment/items used for the purpose of the event.
19. Rules and regulations can be amended by any time by the Landlord and/or the Building Management Office.

Initial _____