

**LICENSE AGREEMENT
District Center**

THIS LICENSE AGREEMENT (this "Agreement") is made as of this ____ day of _____, 201__, between JONES LANG LASALLE AMERICAS, INC., as agent for, a Delaware limited liability company 555 12th REIT LLC ("Licensor") and _____, a(n) _____ ("Licensee").

A. BASIC TERMS: As used in this Agreement, each of the following terms is defined as set forth below.

1. **Premises:** Common area atrium of located on the (2nd) Floor of the building located at NW, in Washington, DC.
2. **Address of Licensee:** _____
3. **Licensee's Contact:** _____
Contact Phone: _____
Contact Email: _____
4. **License Period:** Hours of _____ to _____ on _____
5. **Event (Type of Activity / Purpose) - Check all that apply:**
 - a. Serving Food _____
 - b. Serving Alcohol _____
6. **Estimated Number of Attendees:** _____

B. LICENSE: Licensor hereby grants Licensee a revocable license to use the Premises during the License Period (the "License"), unless terminated sooner in accordance herewith, subject to the terms and conditions hereof. Any allotted time for set-up and clean-up purposes is included in the License Period, and such activities shall occur during the License Period.

C. TERMS AND CONDITIONS: In consideration of the License granted to Licensee herein, Licensee agrees to the following:

1. **Use.** Licensee shall use the Premises only for the Event and for no other purpose whatsoever. Licensor makes no representations or warranties with respect to the condition of the Premises, or the fitness or suitability of the Premises for Licensee's Event.

2. **Rules and Regulations.** Licensee shall comply with each of the rules and regulations set forth on Exhibit A hereto. Licensee shall also comply with any additional rules and regulations that Licensor may promulgate (and notify Licensee of) after the date hereof. All exhibits, riders and attachments attached hereto are incorporated herein by reference.

3. **Insurance.** Licensee shall carry and maintain (a) commercial general liability insurance with respect to any bodily injury, death or property damage occurring at the Premises, arising out of Licensee's use of the Premises, or otherwise arising out of any act or occurrence at the Premises, providing, on an occurrence basis, with limits not less than a minimum combined single limit of \$2,000,000 per occurrence and aggregate and naming Licensor, Manager and each of their respective partners, beneficiaries, trustees, officers, directors, employees, agents, and lenders (collectively, the "Licensor Related Parties"), as applicable, and such other parties as Licensor may designate, as additional insureds, (b) automobile liability insurance in the amount of at least \$2,000,000 per occurrence, and (c) worker's compensation insurance with coverage A in the statutory amount and coverage B in the amount of at least \$1,000,000 per occurrence. Licensee hereby waives all subrogation rights of its insurance carriers in favor of Licensor and Manager and any Licensor Related Parties, and all insurance required to be carried by Licensee under this Agreement shall include provisions denying to its insurer rights of subrogation and recovery against Licensor, Manager, or any of the Licensor Related Parties. At least 48 hours prior to the commencement of the License Period, Licensee shall furnish certificates of insurance including all additional insured endorsements, evidencing that the insurance required to be carried by Licensee under this Agreement is in effect. If Licensee retains any third parties to provide services on the Premises, including, without limitation, services for event planning, catering, parking or photography, such third-party service providers shall maintain insurance upon the same terms and conditions set forth herein with respect to Licensee plus such additional insurance as Licensor deems appropriate for the type of services to be performed.

4. **Waiver of Claims and Indemnity.** Licensee is responsible and solely liable for the conduct of all persons using the Premises in accordance with the License. To the extent not prohibited by law, Licensee shall indemnify, defend and save harmless Licensor, Manager and the Licensor Related Parties from and against any and all liability, claims, damages, costs and expenses including, without limitation, reasonable attorney's fees resulting from or in connection with Licensee's use and occupancy of the Premises or any acts or omissions of Licensee or any of its employees, agents, invitees, customers, visitors, or similar parties (the "Licensee Related Parties"). To the extent not prohibited by law, Licensee waives all claims against Licensor, Manager, and the Licensor Related Parties for injury to persons (including death) or damage to, or theft or loss of, property sustained by Licensee, any of the Licensee Related Parties, or any person claiming through Licensee, resulting from any occurrence in or upon the Premises or the adjacent parking lot. Without limitation, the personal property of Licensee or any of the Licensee Related Parties that is located on the Premises or the adjacent parking lot at any time shall be so located at such party's sole risk. The indemnification obligation under this Section 4 shall survive the termination of the License and shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Licensee under any applicable workers' or workmen's compensation acts or any insurance required or otherwise carried hereunder.

5. **Liability of Licensor.** If Licensor is found by a court of law to have failed to perform its obligations in accordance with any of the provisions of this Agreement, any money judgment resulting from such failure shall be satisfied only out of Licensor's interest in the Premises, and Licensor, Manager, and their respective directors,

employees, agents or principals, shall have no personal liability hereunder. Furthermore, none of the foregoing parties shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any such judgment. Licensee hereby waives any right to satisfy a judgment against Licensor except from Licensor's interest in the Premises. The term "Licensor", as used in this paragraph, shall mean only the Licensor at the time in question of the fee title or interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Licensor herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability with respect to Licensor's obligations thereafter to be performed.

6. **Assignment.** This Agreement, including the License granted hereunder, is personal to Licensee. Licensee shall not assign, sublicense or in any other manner transfer this Agreement.

7. **Costs of Litigation.** If Licensor, Manager, or their agents or employees shall, without fault on their part, be made a party to any litigation arising out of any act or omission of Licensee, Licensee shall pay all costs and expenses, including reasonable attorneys' fees, incurred by said parties on account of said litigation. Licensee shall also reimburse Licensor and Manager for all costs and expenses incurred by said parties, including, without limitation, reasonable attorneys' fees, in enforcing the provisions of this Agreement. Any sums due from Licensee to Licensor, not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less.

8. **Whole Agreement.** This Agreement shall be construed in accordance with the laws of the State in which the Premises are located. This Agreement, including all exhibits, riders and attachments attached hereto, contains all of the agreements between the parties hereto in connection herewith, and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

By: Jones Lang LaSalle Americas, Inc., as agent
for 555 12th REIT LLC

By: _____

Name: _____

Its: Authorized Signatory

LICENSEE:

_____, a(n)

By: _____

Name: _____

Title: _____

EXHIBIT A

RULES AND REGULATIONS

1. **Condition of Premises and Surrounding Area.** During the License Period, Licensee shall keep the Premises and any improvements, tables or other items located on or at the Premises, in a neat and clean condition.
2. **Objects/Decorations on the Premises.** Licensee shall not (a) set up any furniture, equipment, materials, decorations, or other personal property on or at the Premises or any other portion of the property without Licensor's prior approval or (b) alter or damage any of the improvements, landscaping, or personal property on or at the Premises or any other portion of the property. Licensee shall transport its personal property to and from the Premises at such times and in such a manner as approved in advance by Licensor.
3. **Clean Up & Repairs.** Prior to the end of the License Period, Licensee shall have removed all of its personal property from the Premises. Licensee shall remove and properly dispose of all refuse and shall leave the Premises in a clean condition and in as good or better condition as when Licensee took possession of the Premises. Costs for any additional clean up or trash removal which, in the sole discretion of Licensor, is necessary to return the Premises to its condition prior to Licensee's use, shall be billed to Licensee. Any and all physical damage to the Premises resulting from Licensee's use of the Premises shall be repaired by Licensor, and the costs of such repairs shall be billed to Licensee. Licensee agrees to promptly reimburse Licensor, on demand, for all additional clean up, refuse removal, or repair costs. Payment of said sum shall not be in prejudice to any other rights available to Licensor in respect to Licensee's violation of this provision. If Licensee fails to remove its personal property prior to the end of the License Period, such property shall be deemed abandoned by Licensee and Licensor may dispose of said property in such manner as Licensor may determine.
4. **Laws, Permits and Licenses.** Prior to the beginning of the License Period, Licensee shall obtain all necessary permits and licenses necessary for the Event, and Licensee shall at all times comply with all applicable laws, codes, rules, regulations and other governmental and municipal requirements.
5. **Work at Premises.** Any type of work Licensee shall wish to perform at the Premises, including any set-up or tear-down for the Event, shall be subject to Licensor's advance approval and shall be performed only at such times and in such manner as agreed upon by Licensor.
6. **Conduct.** Licensee and the Licensee Related Parties shall conduct the Event in a quality manner and shall not carry on any activity that may be considered offensive or which may injure the reputation of the Building in any way. Neither Licensee nor any of the Licensee Related Parties shall solicit or leaflet in any manner at, on or near the Premises.
7. **Security.** At the election of Licensor, Licensee shall be required to provide adequate security and maintenance personnel in order to ensure the safety, comfort and convenience of persons using the Premises and the protection of the Premises and the Building.
8. **Utilities.** Any utilities needed by Licensee may be supplied to Licensee by Licensor in Licensor's sole discretion and for which a reasonable usage fee may be assessed by Licensor.
9. **Approvals.** Whenever Licensor's approval is required hereunder, such approval shall not be effective unless granted in writing by an authorized representative of Licensor. Any approval granted shall apply only to the specific matter for which approval was sought. Any such approvals may be granted or withheld in Licensor's sole discretion.
10. **Noises, Odors and Other Matters.** Licensee shall not permit any noises, music, odors, or other matters to occur at or about the Premises so as to bother or annoy other building occupants or members of the public. Licensee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be used, located, or stored at or on the Premises or the adjacent parking lot.
11. **Alcoholic Beverages.** The sale, serving or consumption of alcoholic beverages on or at the Premises is specifically prohibited unless Licensor has consented to the same in writing, as evidenced by Licensor's and Licensee's execution of the Alcohol Rider attached hereto. If such consent is given, Licensee shall comply with all laws and governmental requirements and shall provide evidence of insurance as required under the terms of the Alcohol Rider. All necessary liquor permits must be submitted to Licensor in advance and posted during the License Period, as required by applicable law.
12. **Termination.** If Licensor, in its sole discretion, deems it necessary to terminate this Agreement for reasons beyond its control, Licensor shall make a reasonable attempt to provide notice to Licensee at least ten (10) days prior to the commencement of the License Period. Licensee waives any and all claims for damages resulting from such termination. Licensor may terminate this Agreement immediately upon a violation by Licensee of any provision hereof, and if the Agreement is terminated as set forth in the preceding clause, Licensor shall not be responsible to Licensee for payment of any other termination or cancellation fees.

ALCOHOL RIDER

THIS ALCOHOL RIDER (this "Rider") is attached to and made a part of that certain License Agreement (the "Agreement") dated as of _____, 201__, by and between JONES LANG LASALLE AMERICAS, INC., as agent for 555 12th REIT LLC, a Delaware limited liability company ("Licensor"), and _____, a(n) _____ ("Licensee"). This Rider shall be deemed made and effective as of the date of the Agreement.

The above referenced Agreement, to which this Rider is attached, is hereby modified, amended and supplemented as set forth herein. To the extent any terms of this Rider modify, amend or are in conflict with the terms and provisions of the Agreement, the terms and provisions of this Rider shall govern and control. In all other respects, the terms and provisions of the Agreement shall remain in full force and effect and unmodified. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Agreement.

1. Subject to Licensee's compliance with the terms and conditions of the Agreement, Licensor agrees that Licensee may serve alcohol at the Premises during the License Period in connection with the Event; provided that Licensee's policy of commercial general liability insurance must include host liquor liability coverage in addition to all other requirements set forth in the Agreement. As specified further in the Agreement, such insurance must be written on an occurrence basis and have a minimum combined single limit of not less than \$2,000,000. If Licensee will retain the services of a caterer, party planner or other entity (collectively referred to as a "Caterer") to provide or serve food or beverages, Licensee's Caterer must maintain and provide Licensor with evidence of the following insurance at least 48 hours prior to the commencement of the License Period: (a) commercial general liability insurance including liquor liability, or "dram shop" liability insurance, in the amount of at least \$2,000,000 per occurrence; (b) automobile liability insurance in the amount of at least \$2,000,000 per occurrence; and (c) worker's compensation insurance with coverage A in the statutory amount, and coverage B in the amount of at least \$1,000,000 per occurrence. The insurance described in the preceding clauses (a) and (b) shall name Licensor, Manager, and the Licensor Related Parties as additional insureds.

2. Without limitation, it is agreed that Licensee's indemnity obligations described in Section 5 of the Agreement shall include, without limitation, all claims, damages, losses and expenses, including attorney's fees, arising out of, or alleged to arise out of, or resulting from or in connection with the provision, consumption or availability of alcoholic beverages at the Premises or in connection with the Event.

Licensor and Licensee have executed this Rider as of the date of the Agreement to which this Rider is attached.

LICENSOR:

JONES LANG LASALLE AMERICAS, INC., as agent for Licensor 555 12th REIT LLC

By: _____

Name: _____

Its: Authorized Signatory

LICENSEE:

_____, a(n)

By: _____

Name: _____

Title: _____