

## Kitsap Mall Shopping Center License Agreement

This License Agreement ("License") is executed on this 29th day of January 2025, ("Effective Date") between Jones Lang Lasalle America, Inc ("Agent"), as agent for Kitsap Mall Venture, LLC ("Licensor"), and Bremerton Northern Model Railroad ("Licensee"), doing business as Bremerton Northern Model Railroad ("Trade Name"). Licensee acknowledges that Agent is executing this License solely in its capacity as agent for Licensor and not as a partner or joint venturer with Licensor. Notice addresses for Licensor and Licensee are as follows:

	<b>Address</b>	<b>Phone</b>	<b>Email</b>
<b>Licensor – Notice</b>	10315 Silverdale Way NW, Silverdale, WA 98383	(360) 692-7969	n/a
<b>Licensee – Billing</b>	Dba: Bremerton Northern Model Railroad Attn: William Hupe, 3010 Austin Drive, #K201, Bremerton, WA 98312	(360) 621-5041	whopay@tsclnet.com
<b>Licensee – Notice</b>	Dba: Bremerton Northern Model Railroad Attn: William Hupe, Bremerton, WA 98312	(360) 621-5041	whopay@tsclnet.com

By signing this document, Licensor is giving the Licensee the limited, revocable right to temporarily use and occupy certain space in Licensor's Shopping Center (as defined below). Licensee cannot transfer this right to anyone else. This License is not a leasehold interest.

### **I. LICENSEE'S BUSINESS**

Licensee may operate its business within the Licensed Premises only for the purpose of **non exclusive use for retail sales of model train kits and accessories, club meetings, member workshops, community classes and model railroad exhibits and for no other purpose whatsoever.** (the "License Use"). Licensee may not use the Licensed Premises for any other purpose without Licensor's prior written approval. If Licensee uses the Licensed Premises for some other purpose without Licensor's approval, or fails to abide by Licensor's operating rules, as set forth in Paragraph 5 of the Terms and Conditions hereto, Licensee is required to pay Licensor a fee of \$50.00 per day for as long as Licensee continues to do so. Licensor's right to receive this fee from Licensee is in addition to any other rights or remedies Licensor may have under this License, at law, or in equity.

### **II. LICENSED PREMISES**

The space that Licensee has the right to use shall be called the "Licensed Premises", is approximately **4,405** square feet, and is located at **Kitsap Mall Shopping Center** ("Shopping Center"), the address and telephone number of which are 10315 Silverdale Way NW, Silverdale, WA 98383 and (360) 692-7969, respectively.

The Licensed Premises is currently located in location number **F01**. 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 as reflected in Exhibit A. This location is subject to Licensor's review and approval at all times.

**Licensor does not guarantee any particular location, and Licensor may require that the Licensed Premises be relocated during the License Period.**

If Licensor requires Licensee to relocate, Licensor shall provide Licensee five (5) days prior written notice.

### **III. LICENSE PERIOD**

Licensor may use the Licensed Premises from **3/1/2025** (the "Commencement Date") until **6/30/2026** (the "Expiration Date") (this entire period shall be called the "License Period"), unless this License is terminated earlier by Licensor. If Licensee wants to extend the License Period, Licensee will need to contact Licensor about renewal before the Expiration Date. Licensor does not guarantee that this License will be renewed or extended for any amount of time.

### **LICENSOR HAS THE RIGHT TO REVOKE OR TERMINATE THIS LICENSE AT ANY TIME FOR ANY REASON, OR NO REASON AT ALL, IMMEDIATELY UPON WRITTEN NOTICE TO LICENSEE**

### **IV. LICENSE FEES**

The **Base License and Other Fees, plus applicable tax**, listed below are due and payable on each date listed in the 'Due Date' column

<b>Due Date</b>	<b>Base Fee</b>	<b>Additional Fee</b>	<b>Utility Fee</b>	<b>Tax*</b>	<b>Total Fees + Tax*</b>
3/1/2025	252.00	0.00	0.00	0.00	252.00
4/1/2025	252.00	0.00	0.00	0.00	252.00
5/1/2025	252.00	0.00	0.00	0.00	252.00
6/1/2025	252.00	0.00	0.00	0.00	252.00
7/1/2025	252.00	0.00	0.00	0.00	252.00
8/1/2025	252.00	0.00	0.00	0.00	252.00
9/1/2025	252.00	0.00	0.00	0.00	252.00

10/1/2025	252.00	0.00	0.00	0.00	252.00
11/1/2025	252.00	0.00	0.00	0.00	252.00
12/1/2025	252.00	0.00	0.00	0.00	252.00
1/1/2026	252.00	0.00	0.00	0.00	252.00
2/1/2026	252.00	0.00	0.00	0.00	252.00
3/1/2026	252.00	0.00	0.00	0.00	252.00
4/1/2026	252.00	0.00	0.00	0.00	252.00
5/1/2026	252.00	0.00	0.00	0.00	252.00
6/1/2026	252.00	0.00	0.00	0.00	252.00
<b>Totals</b>	<b>\$4,032.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,032.00</b>

\* Tax charge is calculated based on the tax rate in effect as of the execution date of this License. Should the tax rate change during the term of this License, Lessor shall notify Licensee in writing of the change to the tax rate by the applicable taxing authority. Licensee shall be responsible for additional or reduced tax charges based on the applicable tax rate change by the taxing authority.

#### Submission of Payments: (See Exhibit B for Electronic Payment information)

Make certified checks payable to: Kitsap Mall Venture, LLC - Jones Lang LaSalle  
and send them to the following address: P.O. Box 25227, New York, NY 10087

#### V. SECURITY DEPOSIT

When Licensee signs this License, Licensee must also give Lessor a security deposit of \$0.00 ("Security Deposit"), as security for the performance of Licensee's obligations under this License. Licensee cannot use the Security Deposit as payment of any installment of the Base License Fee, or to reduce any other charges that Licensee may owe Lessor. Lessor 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 Licensee owes under this License. Lessor may also use the Security Deposit to reimburse others for returns of merchandise or to rectify complaints made by Licensee's customers. Licensee agrees that Lessor can keep the Security Deposit if Licensee does not occupy the Licensed Premises and conduct business there pursuant to this License for the entire License Period, unless this License is terminated by Lessor prior to the Expiration Date due to reasons other than Licensee's default. Even if Lessor terminates the License before the end of the License Period, Lessor may still keep part or all of the Security Deposit to offset any damages to Lessor's property or unpaid amounts due under the License. If Licensee stays for the entire License Period, and makes all the payments required under this License, the Security Deposit (or what remains of it, after Lessor has deducted amounts for damages) will be refunded to Licensee. After Lessor refunds the Security Deposit to Licensee, Lessor will have no further obligation to anyone with respect to the Security Deposit.

#### VI. ADDITIONAL PROVISIONS

The Exhibits and Operational Guidelines attached hereto are a part of this License.

#### VII. TERMS AND CONDITIONS

1. **Lessor's Representations.** This section is only applicable for Licenses permitting the sale of products or services. Lessor cannot estimate Licensee's sales levels or profitability and has not given Licensee any exclusive right to sell any particular product or service. Other occupants of the Shopping Center may sell the same products or services as Licensee does.

2. **Hours of Operation.** This section is only applicable for Licenses permitting the sale of products or services. Licensee must be open for business during the operating hours of the Shopping Center. Lessor will give Licensee written notice of these operating hours, which may change from time to time. Licensee must pay Lessor \$50 per hour or part of an hour (up to a maximum of \$300 per day) as liquidated damages, and not a penalty, for the times that the Shopping Center is open, but that Licensee is not open and operating. These liquidated damages are in addition to all other amounts due under this License. Licensee agrees that this amount is a reasonable estimate of the damages that Lessor would suffer if Licensee fails to be open during the Shopping Center's operating hours.

3. **Sales Reports/Audit.** This section intentionally omitted.

4. **Condition of Licensed Premises.** Licensee has inspected the Licensed Premises and accepts it "as is" and "where is" with no representation or warranty by Lessor as to its condition, or its suitability or fitness for Licensee's business. Licensee understands that Lessor has no obligation to improve or repair the Licensed Premises unless stated otherwise elsewhere in this License. Within two (2) days of taking occupancy, Licensee must draft a checklist of the condition of the Licensed Premises, which will be signed by a representative of each party. At Licensee's expense, Licensee must maintain

the Licensed Premises in good condition and make all necessary replacements and repairs. If Licensee does not fulfill its obligations to repair and maintain the Licensed Premises, Lessor has the right to do this on behalf of the Licensee, without responsibility for any damage caused by such work. Lessor also has the right to make any emergency repairs. Licensee shall immediately reimburse Lessor for any cost Lessor incurs in performing any maintenance or repair work, plus a 20% administrative fee. Licensee may not make any alterations, additions or improvements to the Licensed Premises without prior written consent of Lessor. All alterations, additions or improvements made by either party (except movable equipment and trade fixtures which Licensee installs at Licensee's expense), are Lessor's property and must be returned to Lessor at the end of the License Period. Lessor may direct Licensee to remove the Unit or any alterations. If Lessor does, Licensee must remove the items as requested by Lessor, and promptly repair any damage caused thereby.

**5. Conditions of Use.** Licensee is required to follow Lessor's operating rules, which include, but are not limited to the following:

- (a) Licensee must always maintain the Licensed Premises in good, clean and safe condition;
- (b) Licensee 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 Licensee's business, and Licensee must abide by our Operational Guidelines;
- (c) Licensee 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) Licensee must run its business in a professional, first-class and tasteful manner in accordance with Lessor's rules and regulations, as well as reputable business standards and practices;
- (e) Licensee 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) Licensee's employees must wear appropriate professional attire at all times while at the Shopping Center;
- (g) Licensee 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) Licensee 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) Unless the Licensed Premises is itself a storage space (the "Storage Space"), Lessor is not required to provide Licensee with storage space. If Lessor chooses to do so, the terms of that arrangement will be set forth in a separate license agreement;
- (k) For Licensed Premises displaying the Trade Name of Licensee, Licensee may not change its Trade Name without prior written approval from Lessor; Licensee hereby represents and warrants that it has the right to use the Trade Name.
- (l) If applicable, 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 Lessor. Licensee must dispose of such garbage and trash daily, or more frequently if required by the circumstances;
- (m) Unless otherwise approved in advance by Lessor, all set-ups, breakdowns and re-stockings, as applicable, 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) For Licensed Premises involving the sale of goods or services, Licensee must always maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service, and otherwise diligently operate Licensee's business so as to produce maximum Gross Sales;
- (p) For Licensed Premises involving the sale of goods or services, where Licensee Trade Name is displayed, Licensee is responsible for designing, constructing, installing, and maintaining all store signage, including interior and exterior signs, at its sole expense. All signage must meet Lessor's design criteria, be pre-approved by Lessor and be professionally made – hand-written signs will not be permitted at any time;
- (q) For Licensed Premises involving the sale of goods or services, Licensee must comply with Lessor's visual merchandising standards and submit a visual merchandising plan for Lessor's approval prior to opening for business. Licensee agrees to implement Lessor's reasonable visual merchandising recommendations and to modify its visual merchandising presentation promptly if requested by Lessor. Licensee must furnish all display fixtures, the design, size, and quantity of which will be subject to Lessor 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 Licensee must pay for the cost of removal and storing any such fixtures.
- (r) For licensed storage only, all items stored in the Storage Space shall be elevated at least six inches above the floor on wooden pallets and shall be at least eighteen inches below the bottom of all sprinklers located in the ceiling of the Storage Space, if any. Any boxes shall not be stacked more than seven feet high. Licensee shall not store anything in the Storage Space which is unsafe, or which otherwise may create a hazardous condition, or which may increase Lessor's insurance rates, or cause a cancellation or modification of Lessor's insurance coverage. Without limitation, Licensee shall not store any flammable, combustible or explosive fluid, chemical or substance nor any perishable food or beverage products, except with Lessor's prior written approval. Lessor reserves the right to adopt and enforce reasonable rules and regulations governing the use of the Storage Space from time to time. Licensee shall properly and at all times comply with all applicable ordinances, rules regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the premises.

**6. Insurance.** Licensee 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 Licensee occupies the Licensed Premises: (i) Commercial General Liability Insurance on the Licensed Premises and the business operated in or from the Licensed Premises, including coverage against assumed or contractual liability under this License, with minimum limits for bodily injury, property damage or personal and advertising injury of \$1,000,000 per occurrence and \$2,000,000 general aggregate (if applicable, in the case of food and/or beverage being prepared and sold on-site, these limits shall be \$5,000,000 per occurrence and \$5,000,000 general aggregate); (ii) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than \$1,000,000 each coverage and policy limit; and (iii) "All Risk" property insurance, covering all of Licensee's inventory, trade fixtures, furniture, furnishings, and equipment not affixed to the Licensed Premises, and covering all of the improvements installed in the Licensed Premises by or for the Licensee in an amount not less than replacement value, without co-insurance. Licensee shall deliver to Lessor certificates of the insurance required by this paragraph. The insurance company or companies providing Licensee's insurance must have a Best Rating of A-VIII or better. Licensee hereby waives all subrogation rights of Licensee's insurance carrier in favor of Lessor and its partners, beneficiaries, trustees, officers, employees, managers, and agents with respect to the property damage insurance required to be carried hereunder. If Licensee breaches its obligations to obtain and keep in effect any insurance required by this paragraph, Licensee shall indemnify and hold Lessor 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." Licensee's Commercial General Liability Insurance policies shall name Licensor and its management agent (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.

Additional Insured: Kitsap Mall Venture, LLC, c/o JLL, Kitsap Mall, 10315 Silverdale Way NW, Silverdale, WA 98383

**7. Indemnity.** From and after the Effective Date, Licensee shall indemnify, hold harmless and, at Licensor's option, defend Licensor, Agent, and mortgagee, if any, and any of its respective heirs, successors, assigns, principals, partners, members, shareholders, officers, agents, attorneys, servants, employees, managers, and contractors, and any fee owner or underlying lessor of the Shopping Center from and against all claims, actions, damages, liability losses (including economic losses), costs, expenses, and liens, including without limitation reasonable attorneys' fees and expenses that Licensor incurs 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 Licensee's operations, the condition, use, maintenance, repair or occupancy of the Licensed Premises, or in any way arising out of Licensee's activities in the Licensed Premises, common areas, or other portions of the Shopping Center, or the activities of Licensee's sublessees or their respective agents, employees, servants, invitees or contractors. Licensee shall not permit any lien or claim of lien to be filed against the Licensed Premises, and in the event a lien is filed against the Licensed Premises then Licensee shall, within five (5) days of such filing satisfy the lien or transfer the lien to bond or other security, thereby clearing the lien from Licensor's title.

**8. Waiver and Release.** Neither Licensor nor Agent or any of their respective agents, servants, employees or contractors shall be liable for, and Licensee hereby waives and releases all claims for loss of life, personal injury or damage to property or business sustained by Licensee or any person claiming through Licensee resulting from any accident, casualty or occurrence in or upon any part of the Shopping Center, including without limitation claims or damage resulting from: any equipment or appurtenances becoming out of repair; Licensor's 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 Licensee's property or that of others; delay or cessation in the start or conduct of Licensee's business; and acts or omissions of persons in the Licensed Premises or other tenants or occupants of the Shopping Center. In addition, Licensee hereby waives any and all rights of recovery, claim, action or cause of action against Licensor, and Agent, and their respective agents, 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.** Licensee 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 License Fees, additional fees, other charges, and applicable taxes, are due and payable on or before the designated due dates and must be paid via certified check. Payments will be considered "made" when Licensor actually receives them. Any overdue amount under this License will accrue interest from the date due through the date of payment at the rate of 1.5% per month or the highest rate permitted by law, whichever is less. In addition to interest, if any payment hereunder is more than 10 days late, Licensee must pay Licensor 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 Licensor's rights to pursue other remedies available under this License, at law or in equity.

**11. Default of Licensee.** If (i) Licensee shall fail to pay when due the License Fee, or any additional fees or other charges required to be paid under this License, or (ii) if Licensee shall fail to perform or comply with any other term, condition or covenant on the part of Licensee to be observed herein, then, in any such event, Licensee shall be in breach hereunder and Licensor, at its option, any time thereafter, may terminate this License by notice to Licensee and, upon service of said notice, this License and the Term hereunder shall be terminated and Licensee shall immediately vacate the Licensed Premises and the Property in accordance with the provisions of this License. If Licensee shall fail to vacate the Licensed Premises and the Property at the expiration of the Term, whether after Licensee's breach or otherwise, Licensor may re-enter the Licensed Premises and remove Licensee and all persons, fixtures and property occupying the Licensed Premises and Licensor shall not be liable for any damages resulting therefrom. Upon a breach by Licensee hereunder Licensor shall also have all other rights available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Licensee. If Licensor shall terminate this License after breach by Licensee, without limitation to any other right or remedy of Licensor, Licensee shall be liable to Licensor, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Fees due hereunder for the remainder of the Term less the fair market value of the Licensed Premises for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Licensor to find a replacement Licensee satisfactory to Licensor, in Licensor's sole discretion, for the Licensed Premises. If Licensee shall fail to comply with and perform any of Licensee's obligations herein contained, Licensor shall have the right, but not the obligation, to perform any such obligations, and Licensee shall pay to Licensor on demand a sum equal to the amount expended by Licensor in the performance of such obligations plus interest at the Default Rate. Notwithstanding anything to the contrary in this License, any default by Licensee or any Affiliate (as hereinafter defined) of Licensee as to any obligation of Licensee or any of its Affiliates in favor of Licensor or Licensor's Affiliates with respect to any other license, lease, or agreement between Licensor (or an Affiliate of Licensor) and Licensee (or an Affiliate of Licensee) may, at Licensor's sole and exclusive option, constitute a default under this License, and Licensor will have all remedies available at law and in equity. For purposes of the foregoing, "Affiliate" shall be deemed to mean, as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

**12. Default and Liability of Lessor.** If Lessor shall fail to perform any obligation under this License required to be performed by Lessor, Lessor shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Licensee or such additional time as may be required due to force majeure circumstances. If Lessor shall fail to cure within the time permitted for cure herein, Lessor shall be subject to such remedies as may be available to Licensee (subject to the other provisions of this License), provided Licensee shall in no event have the right of self-help to perform repairs or any other obligation of Lessor and, further, Licensee shall have no right to withhold, set-off, or abate Fees, or to terminate this License on account of an alleged default by Lessor. Licensee hereby agrees and acknowledges that neither Lessor nor Agent, nor any of their respective directors, members, officers, employees, agents, and/or attorneys, shall have any personal liability for any obligations that may arise hereunder, and Licensee hereby acknowledges and agrees that it shall not otherwise file suit against Lessor or Agent, or take any other legal action against Lessor or Agent without first obtaining an order from a court of competent jurisdiction permitting such action. If Lessor is found by a court of law to have failed to perform its obligations in accordance with any of the provisions of this License, any money judgment resulting from such failure shall be satisfied only out of Lessor's interest in the Shopping Center, and Lessor and its directors, employees, agents, members 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 Lessor except from Lessor's interest in the Shopping Center. The term "Lessor", as used in this paragraph, shall mean only the Lessor or Lessors 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, Lessor 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 Lessor's obligations thereafter to be performed.

**13. Termination.** Upon termination of this License for any reason, Licensee must voluntarily vacate the Licensed Premises and the Property on the applicable termination date, leaving the Licensed Premises in a broom-clean condition. After such termination, no further obligations shall accrue under this License, provided that each party will remain liable for obligations arising prior to the date of termination and for all obligations and duties thereafter as specifically provided herein. This License will terminate automatically if the Licensed Premises are damaged due to fire or any other event of casualty or condemnation. Licensee will have no recourse against Lessor or its affiliates as a result of any such casualty or condemnation. If Licensee does not surrender possession of the Licensed Premises upon termination of this License, Lessor may immediately remove all Licensee's property from the Licensed Premises and the Property and store any such property at Licensee's expense for up to 30 days. If such property is not removed by Licensee within this 30-day period, it is conclusively presumed to be abandoned. Lessor may dispose of such property in any way it may deem appropriate, without obligation or liability to Licensee or parties claiming by or through it. If Licensee holds over after termination of this License, effective as of the day following termination, all charges due from Licensee hereunder will continue to accrue and will be increased by 50%. If Lessor commences an action to remove Licensee as a result of its failure to surrender possession, Licensee shall pay all costs and expenses incurred by Lessor as a result of such action, including attorneys' fees and court costs. **THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BEFORE A JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT, AND LICENSEE FURTHER WAIVES THE RIGHT TO ASSERT ANY NON-COMPULSORY COUNTERCLAIMS IN ANY ACTION FOR EVICTION OR FOR PAYMENT OF SUMS DUE UNDER THIS LICENSE.**

**14. 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 Lessor accepts a payment of any money due from Licensee under this License, Lessor is not waiving any prior breach by Licensee of any term of this License, other than its failure to make the particular payment that Lessor accepted. This is true regardless of whether Lessor knew that Licensee had breached this License at the time payment was accepted.

**15. Miscellaneous.** This License 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 without regard to its conflict of laws principles. Any disputes arising from this Agreement shall be resolved exclusively in the federal or state courts in the county in which the Shopping Center is located. The venue for any litigation arising from or relating to this License, or the license granted hereunder, shall lie exclusively in a court of competent jurisdiction in and or the county, state, or commonwealth where the Shopping Center is located and Lessor and Licensee consent to the jurisdiction of such courts and waive any objections to such jurisdiction. Lessor has no personal liability with respect to this License. If Lessor breaches this License, Licensee can look only to Lessor's interest in the Shopping Center to satisfy any claim against Lessor. Lessor may be a party to one or more agreements with a mortgagee, its beneficiary, 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. Licensee agrees 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. Licensee acknowledges that Jones Lang LaSalle Americas, Inc. is executing this License in the capacity of Agent for Lessor and not as a partner or joint venturer with Lessor.

**16. In-Line Space Provision.** This provision applies only if the Licensed Premises is not a kiosk, cart or remote merchandising unit, and only if the Licensed premises is not used solely for storage. Lessor 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. Lessor will likewise make a heating and air conditioning system available to Licensee. Licensee agrees to use and pay for the use of these systems as Lessor directs. Licensee agrees to use and pay for all utilities used in the Licensed Premises from and after the date Licensee takes possession of the Licensed Premises. If Licensee wants a separate meter for utilities, and one does not already exist, Licensee must pay for it. Lessor is not responsible for damages or otherwise, if the utilities or heating and air conditioning services are interrupted or terminated for any reason. If Lessor chooses not to furnish utilities or services to the Licensed Premises for any reason, Licensee must obtain its own. Natural gas utility service will be available from the local gas company through the mains located in designated areas. Licensee must arrange for all gas work beyond those points with the gas company. Any such work must be approved by Lessor in advance, and performed by Licensee at its expense. The parties understand that local gas supplies may be limited, and availability of sufficient gas to service the Licensed Premises is Licensee's sole responsibility.

**18. 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 on page 1 of this License, or to such other address as notified in writing by Licensee. Notices to Lessor 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 Lessor's address(es) set forth in the first paragraph on page 1 of this License, or to such other address as notified in writing by Lessor. Notice will be deemed given as of the date of receipt or rejection or

Tenant #0097048  
Agreement # 6358427

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.

19. **No Personal Liability.** Notwithstanding anything to the contrary in this License, neither Licensor nor Agent shall have any personal liability for the payment of any amount or the performance of any obligation arising under or relating to this License.

20. **Access to Licensed Premises.** Licensor reserves the right to enter upon the Licensed Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Licensee, or for making emergency repairs. The exercise by Licensor of any of its rights herein shall not be deemed an eviction or disturbance of Licensee's use and possession of the Premises.

21. **Costs of Litigation.** If Licensor, or its 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 for all costs and expenses incurred by said parties, including reasonable attorneys' fees, in enforcing the provisions of this License. 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 (the "Default Rate")

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

**LICENSOR**

By: Jones Lang Lasalle America, Inc

as agent for Kitsap Mall Venture, LLC,

By: Eric Leedhan

Print Name: Eric Leedhan

Title: VP Senior General Manager

Date: 1/29/25

**LICENSEE**

By: Bremerton Northern Model Railroad,

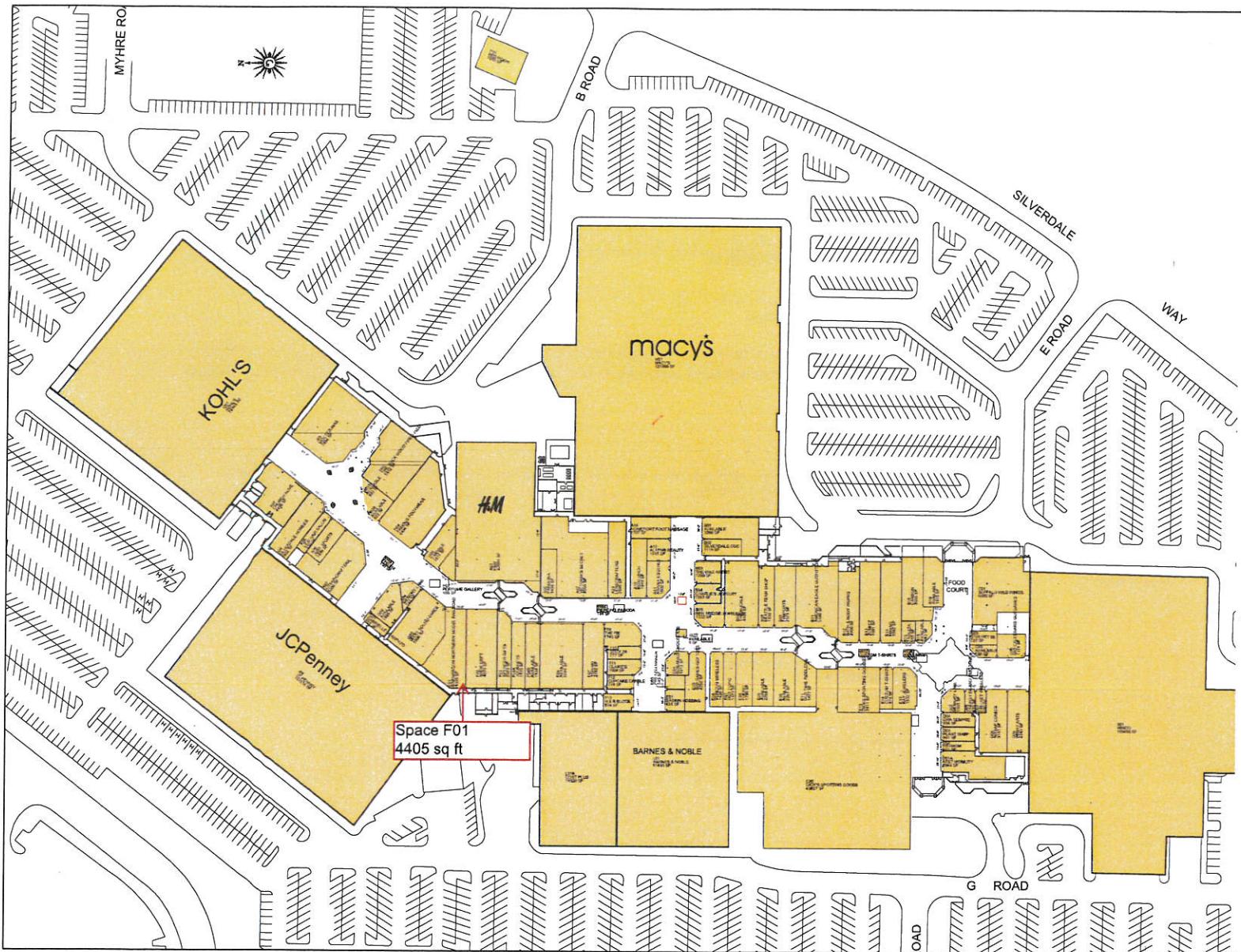
By: W.H. Hupe

Print Name: William Hupe

Title: President BMR

Date: \_\_\_\_\_

**EXHIBIT A  
PREMISES**



**EXHIBIT B**  
**TENANT PORTAL PROGRAM**  
**AGREEMENT TO ELECTRONIC PAYMENT & SALES REPORTING**

Instructions: Please complete this Agreement to Electronic Payment and Sales Reporting exhibit in its entirety and make a copy for your records.

The undersigned, on behalf of Bremerton Northern Model Railroad ("Licensee"), hereby agrees to initiate electronic payments via the Yardi Commercial Café Portal ("Tenant Portal") to Lessor for all sums due in accordance with the terms and conditions as set forth herein. It is agreed that these payments will be authorized by Licensee via payment methods available within the Tenant Portal. Licensee understands that if alternative payment method(s) other than direct ACH are used by Licensee, Licensee will be responsible to pay related transactional and/or processing fees, as determined by financial institutions, credit card networks, and/or payment processors, as applicable.

Licensee will promptly and without delay notify Lessor in writing if the authorized Tenant Portal User provided below should be changed or replaced with a different authorized Tenant Portal user. Should Licensee be unable to access the Tenant Portal for electronic payment, Licensee will immediately contact Lessor to resolve access issues. Licensee's inability to access the Tenant Portal to make electronic payments in no way limits Licensee's obligations to make payments to Lessor under the terms herein.

In addition, Licensee hereby agrees that all required reporting of Gross Sales information, in accordance with the terms and conditions above, will be reported in the Tenant Portal within the time frame required.

This authorization will remain in effect until written notice of termination is delivered from the Licensee to the Lessor in such time and in such manner so as to afford the Lessor a reasonable opportunity to act thereon. In no event shall such termination be effective as to entries processed prior to receipt of such notice.

Authorized Tenant Portal User

(Printed Name)

Northern

(Email)

Authorized by:

(Signature of Licensee Authorizing Party)

(Printed Name)

(Date)