

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into as of this 27th day of November, 2024 ("Effective Date") by and between **33 BULL STREET, LLC**, a Georgia limited liability company, **4 TRIPLE EIGHT, LLC**, a Georgia limited liability company, and **150 LISSNER, LLC**, a Georgia limited liability company, as tenants in common (collectively, "Licensor"), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** ("Licensee").

WHEREAS, Licensor is the owner of that certain parking garage located at 2 West Broughton Street, Savannah, Georgia ("Parking Garage" together with the land on which the Parking Garage is located, the "Property");

WHEREAS, Licensee places a lighted Christmas tree in the middle of Bull Street adjacent to the Property annually during the Christmas holiday season and desires to connect to and utilize electrical service to the Parking Garage for the Christmas tree ("Event");

WHEREAS, Licensor has agreed to give Licensee the right of entry in and to the Property for purposes of same, subject to and in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to enter the Parking Garage and the Property from November 25, 2024 through January 10th, 2025 (or such later time as approved by Licensor in writing) ("Event Time") for the sole purpose of the following and for no other use or purpose and during no other time period:

a. Upon no less than 24 hour's notice from Licensee to Licensor, for any or all of the Crew (as defined below), to run, repair, replace and remove, as applicable, electrical wire(s) from the Christmas Tree to and through the Parking Garage in such locations as approved by Licensee to such electrical outlet(s) as approved by Licensee, and, at all time during the Event Time, to maintain and store such wires in such locations in the Parking Garage. For purposes of this Agreement, the term "Crew" shall mean all of such Licensee's employees, agents and contractors utilized by the Licensee in connection with the Event.

Licensor may, but shall have no obligation, to extend this Agreement to any future years.

2. Notwithstanding anything to the contrary contained in this Agreement, (a) such entry onto the Property and the Parking Garage and use thereof by Licensee and the Crew shall be at the sole risk, cost and expense of Licensee and the Crew, and (b) Licensee shall be solely responsible for the acts, omissions, faults or neglects of Licensee, the Crew and any other of Licensee's employees, agents and contractors (collectively, "Licensee Parties") with respect to such entry onto the Property and the Parking Garage and use thereof by the Licensee Parties, and (c) Licensee, to the extent permitted by law and without waiver of its sovereign immunity, HEREBY RELEASES, WAIVES, COVENANTS NOT TO SUE AND FOREVER DISCHARGE, Licensor, and its agents, employees, contractors, officers, directors, members, managers, affiliates, successors, and assigns (together with Licensor, "Licensor Parties"), of and from any and all claims, demands, liabilities, causes of action, suits, judgements, damages and expenses (including reasonably attorney fees and expenses), of every kind and nature, whether known or unknown, in law or equity, that Licensee ever had or may have, arising from or in any way related the Event and the access to the Parking Garage and the Property Activity pursuant to this Agreement (collectively "Losses"), provided that this waiver from Liability

does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct of Licensor, its agents or employees.

3. Licensee shall, at its sole cost and expense, comply, and will cause the Crew to comply, with all applicable governmental laws, ordinances, rules and regulations ("Laws") while Licensee or the Crew are on the Property.

4. Licensee shall not interfere with, and will not allow the Crew to interfere with, the operation of the Parking Garage. Licensee shall comply with, and cause the Crew to comply with, all posted rules and those rules as designated the Licensor and/or the parking attendant for the Parking Garage.

5. The obligations of Licensee hereunder shall survive the termination of this Agreement.

6. Licensee has no right to assign this Agreement or any of its rights herein without Licensor's prior written consent, which consent may be withheld in Licensor's sole discretion.

7. This Agreement shall be governed by and construed under the laws of the State of Georgia. This Agreement contains the complete agreement of the parties regarding Licensee's and the Crew's entry onto the Property as described herein and there are no oral or written conditions, terms, understandings or other payments pertaining thereto which have not been incorporated therein.

8. This instrument creates only the relationship of licensor and licensee between the parties hereto as to the Property; and nothing herein shall in any way be construed to impose on either party hereto any obligations and/or restrictions not herein expressly set forth. Licensee acknowledges and agrees that Licensee and the Crew only have a revocable license to be on the Property and Licensee and/or the Crew may be ejected from the Property at any time with or without (i) advance notice, (ii) cause, and/or (iii) recourse.

9. If any of the terms or provisions of this Agreement, or the application thereto to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms and provisions to persons or circumstance other than those to which it is held invalid or unenforceable, should not be affected thereby, and each term and provision of this Agreement shall be valid and shall be valid and be enforceable to the fullest extent as permitted by law.

10. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

11. This Agreement may be amended only by a written instrument executed by Licensor and Licensee.

[Signature Page to Follow]

The parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR:

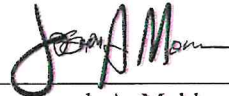
33 BULL STREET, LLC, a Georgia limited liability company, as Managing Owner, for and on behalf of itself and 4 TRIPLE EIGHT, LLC, a Georgia limited liability company, and 150 LISSNER, LLC, a Georgia limited liability company, as tenants in common

By: Riddle Developments, LLC,
a Georgia limited liability company
Its: Manager

By: _____ [SEAL]
Zachary Riddle, Manager


LICENSEE:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By:  _____ (SEAL)
Print Name: Joseph A. Melder
Title: City Manager



_____ **ATTEST:**



Mark Massey, Clerk of Council