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**CITY OF ROCKVILLE, MARYLAND  
PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT**

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*Gibbs Street – The Square*

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This **PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT** (this “**Agreement**”) is made this [REDACTED] day of [REDACTED] 2025 (the “**Effective Date**”), by and between (i) **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**”), and (ii) **MORGUARD MANAGEMENT COMPANY INC.**, a Florida profit corporation (the “**Licensee**”). Individually, the Mayor and Council and the Licensee may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, “**The Square**” is a 12.5 acre mixed-use development located in the heart of Rockville City Center, and is encompassed within the area bounded by Beall Avenue to the north, Hungerford Drive to the east, Middle Lane to the south, and North Washington Street to the west, except for the land identified as ownership lots 16A and 16B, Parcel N 127, Block B, City Center, and consists of (i) a City-owned public plaza, which is intended for use by the general public, (ii) a building owned by the Montgomery County government, which houses the Rockville Memorial Library and a commercial space, and (iii) five mixed-use developments, which include residential, commercial, and office spaces, a privately-owned parking garage, and three City-owned public parking garages (the “**RTS Mixed-Use Development**”); and

**WHEREAS**, the Mayor and Council is the owner of that certain public right-of-way within The Square running from East Middle Lane to Beall Avenue (“**Gibbs Street**”); and

**WHEREAS**, Morguard Rockville Retail LLC, a Delaware limited liability company, as to an undivided 78% interest, and Morguard Rockville II LLC, a Delaware limited liability company, as to an undivided 22% interest, as tenants in common (together, “**Morguard Retail**”) own 100% of the fee simple interest in all of the commercial retail properties located within the RTS Mixed-Use Development, including those commercial retail properties adjacent to Gibbs Street; and

**WHEREAS**, in order to, among other things, benefit the commercial retail properties adjacent to Gibbs Street, the Licensee, an affiliate of Morguard Retail, wishes to establish a pedestrian promenade and an area for outdoor public seating, dining, and activities within certain sections of the Gibbs Street public right-of-way; and

**WHEREAS**, to accomplish the goals and objectives of the Rockville Comprehensive Plan, as may be amended, including to activate retail and attract businesses within the Town Center of Rockville, and subject to the terms of this Agreement, the Mayor and Council consents to allow the Licensee to use certain sections of the Gibbs Street public right-of-way, as shown by the shaded areas depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Licensed Premises**”), for the purposes of (i) the establishment of a pedestrian promenade, and (ii) the installation, operation, maintenance, repair and replacement of those certain improvements listed

on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the “**Gibbs Streeterly Improvements**”) to facilitate outdoor public seating, dining, and activities on the Licensed Premises; and

**WHEREAS**, the Licensee is required to obtain all necessary permits and permissions and pay all fees prior to performing any work on the Licensed Premises.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the foregoing recitals above are fully incorporated into this Agreement by this reference as if fully set forth herein.

**2. Description and Use of the Licensed Premises.** The Mayor and Council hereby grants to the Licensee a non-exclusive license, revocable only pursuant to Paragraph 5 of this Agreement (“**License**”), for the establishment of a pedestrian promenade and the installation, maintenance, repair and replacement of the Gibbs Streeterly Improvements on the Licensed Premises, subject to the terms and conditions described herein. In addition, from 7 a.m. to 11 p.m., Sunday through Thursday, and from 7 a.m. to 12 a.m., Friday through Saturday, the Licensee shall have the right to utilize the Licensed Premises for outdoor seating, the service of food and beverages, and outdoor activities associated with the RTS Mixed-Use Development, subject to compliance with all State, County, and City of Rockville laws and regulations. As this Agreement only creates a license, each Party’s rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create a real property interest of any kind or nature, or any type of possessory estate or possessory interest in the Licensed Premises.

**3. Term and Commencement of Use.** The License shall commence on the Effective Date and shall continue for a period of five (5) years, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

**4. Additional License Terms.**

a. Installation of Gibbs Streeterly Improvements.

i. The Gibbs Streeterly Improvements will be owned by the Licensee. Prior to the installation of the Gibbs Streeterly Improvements on the Licensed Premises, the Licensee must obtain the written approval of its installation plans from the City Manager or his designee and must obtain all required City of Rockville permits.

ii. The Gibbs Streeterly Improvements must be installed, and at all times maintained, to ensure a minimum of eight (8) feet of pedestrian and bicycle accessible continuous pathway (the “**Shared Pathway**”), as depicted on Exhibit A, is provided through the Licensed Premises. The Licensee must secure the prior written approval of the City Manager or his designee before relocating the Shared Pathway.

b. Installation of Specified City Improvements. The Licensee shall also be responsible for the installation of vehicle bollards (that meet the ASTM F3016 standard) owned by the City of Rockville (the “**Bollards**”). Prior to the installation of the Bollards on the Licensed Premises, the Licensee must obtain the written approval of its installation plans from the City Manager or his designee and must obtain all required City of Rockville permits.

c. Maintenance of Licensed Premises.

i. The Licensee shall be responsible for the continual operation and maintenance (which shall include but not be limited to trash maintenance, street sweeping and snow removal), cleaning, inspection, restoration, and repair of the Licensed Premises, including the Gibbs Streeterly Improvements, the pedestrian promenade, and the Shared Pathway in a safe and “first class manner”. The term “first class manner” shall mean a quality, condition, nature, or operation consistent with the quality, condition, nature, or operation found in other commercial developments in the Washington, D.C. metropolitan area of comparable size and use. The Licensee shall obtain all required permits and permissions before performing maintenance work that may impact public infrastructure.

ii. The Licensee shall be responsible for the continual operation and maintenance of the Bollards and certain overhead lights owned by the City (collectively, the “**Specified City Improvements**”), which shall include cleaning, inspection, restoration, and repair of the Specified City Improvements in a safe and “first class manner.” The Licensee shall obtain all required permits and permissions before performing maintenance work on the Specified City Improvements.

iii. Upon notice of any deficiency in the maintenance of the pedestrian promenade within the Licensed Premises, the Gibbs Streeterly Improvements, the Shared Pathway, or the City Specified Improvements by the City Manager or his designee, the Licensee shall take action as soon as possible, but not later than thirty (30) working days after the receipt of written notice from the City Manager or his designee to correct the deficiency and to protect the safety of the general public. In the event the Licensee, for any reason, does not or cannot correct the deficiency within thirty (30) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, the Mayor and Council reserves the right to correct the deficiency and to bill the Licensee for such work. The Licensee shall pay any such bill within thirty (30) days after receipt.

iv. The Mayor and Council retains its rights and responsibilities at all times to repair, access, and maintain public infrastructure within the Licensed Premises, including

but not limited to asphalt and concrete pavement, water, sewer, storm drain, and signage. The City Manager or his designee shall endeavor to provide the Licensee with fourteen (14) days prior written notice for public infrastructure maintenance not related to an immediate threat to public health and safety.

v. In the event of an emergency (i.e., immediate threat to public health and safety), the City Manager or his designee may, in the City Manager's sole discretion, require Licensee to remove the Gibbs Streeterly Improvements, or may exercise, with notice to Licensee, self-help and enter upon the Licensed Premises and perform the emergency repair and/or maintenance. In the event the City Manager or his designee exercises such self-help, Licensee shall reimburse the Mayor and Council for all reasonable costs incurred in connection with performing the emergency repair or maintenance work. Such reimbursement shall be within thirty (30) days from receipt of an invoice for such costs from the Mayor and Council.

d. City of Rockville's Need for Right of Way. The Mayor and Council will not replace or relocate any Gibbs Streeterly Improvements placed on the Licensed Premises if the Mayor and Council has to remove Gibbs Streeterly Improvements, in whole or in part, for any reason including, but not limited to safety, maintenance, or construction. At the time the Mayor and Council's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

e. Special Events and Emergencies.

i. *Special Events.* Provided there is no conflict with any published dates for scheduled events, the Mayor and Council reserves the right to utilize the Licensed Premises at any time for public use and special events, including but not limited to arts and crafts fairs, concerts, festivals, races, sporting events, and walks. The City Manager or his designee shall provide the Licensee with no less than forty-five (45) days written notice thereof requesting the removal of some or all of the Gibbs Streeterly Improvements from the Licensed Premises, as necessary, for such public use and special events. Licensee may utilize the Licensed Premises for special events, subject to approval by the City of Rockville Department of Parks and Recreation.

ii. *Emergencies.* In the event of an emergency requiring the City of Rockville's immediate use of the Licensed Premises, upon request by the City Manager or his designee, the Licensee shall remove all or a portion of the Gibbs Streeterly Improvements as directed by the City Manager or his designee, at the Licensee's sole expense, and provide the City Manager and his designees adequate access to and use of the Licensed Premises during such emergency.

iii. *Self Help.* Should the Licensee fail to remove the Gibbs Streeterly Improvements, as requested, or provide adequate access to and use of the Licensed Premises, during the special event or emergency, the City Manager or his designee may, in his or her sole discretion, exercise self-help and enter upon the Licensed Premises and remove some or all of the Gibbs Streeterly Improvements in a safe manner and dispose of said Gibbs Streeterly Improvements in any manner deemed appropriate. In the event the City Manager or his designee exercises such

self-help, the Mayor and Council shall have no obligation to the Licensee with respect to the Gibbs Streeterly Improvements that have been removed, and the Licensee shall reimburse the Mayor and Council for all costs incurred by the Mayor and Council in connection with removing the Gibbs Streeterly Improvements. Such reimbursement shall be made within thirty (30) days from receipt of an invoice for such costs from the Mayor and Council.

f. Utilities. The Licensee is responsible to ensure no damage occurs to existing utilities and public or other infrastructure that may be present on the Licensed Premises during installation, construction, maintenance or repair of the Gibbs Streeterly Improvements. The City Manager or his designee reserves the right to issue permits to other parties allowing installation of utilities on the Licensed Premises. The Licensee shall not interfere with these installations, which will take precedence over any Gibbs Streeterly Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Gibbs Streeterly Improvements within the Licensed Premises, the Mayor and Council shall have no liability to the Licensee for such damages.

g. Provision of Utilities. If the Gibbs Streeterly Improvements are connected to any utilities, e.g. water or electricity, the Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

h. Reopening Licensed Premises to Vehicular Traffic. The Licensee shall not reopen the Licensed Premises to vehicular traffic without first obtaining the written approval of the City Manager or his designee.

i. Natural Disasters. The Mayor and Council shall not be liable to the Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Gibbs Streeterly Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of the Licensee to return the Licensed Premises and, if it so elects, the Gibbs Streeterly Improvements, to their condition as of the date immediately prior to the emergency. If the Licensee chooses not to replace or repair the Gibbs Streeterly Improvements and instead wishes to terminate this Agreement, the provisions of Paragraph 5.b. below apply.

j. Damage. The Licensee is responsible for reimbursing the Mayor and Council for the repair of any damage to public infrastructure or other property of the Mayor and Council, or any other right of way improvements resulting from the Licensee's operations. Licensee is responsible for reimbursing the Mayor and Council for the repair of any damage and disturbance resulting from Licensee's activities within the Licensed Premises.

k. Late Payments. If Licensee fails to timely reimburse the Mayor and Council for any costs payable pursuant to this Agreement, said costs shall incur interest at a rate of 5% per annum until paid, and the Mayor and Council shall have the right to pursue a judgment against Licensee for such failure to pay in accordance with this Agreement.

## **5. Termination.**

a. Termination by Mayor and Council. In the event of i) a change of ownership or use of the retail properties within the RTS Mixed-Use Development; ii) a need for a major relocation, replacement, or modification to the utilities located within the Leased Premises, as determined by the Mayor and Council; iii) a substantial change in traffic patterns or traffic demands necessitating the reopening of Gibbs Street to vehicular traffic, as reasonably determined by the Mayor and Council; iv) a change in applicable building or fire codes necessitating the reopening of Gibbs Street to vehicular traffic, as reasonably determined by the Mayor and Council; or iv) upon violation of any term of this Agreement by the Licensee, the Mayor and Council shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 90 days' prior written notice to the Licensee. In addition, the City Manager shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that public health, safety or welfare is adversely affected by the License. Upon such termination, the Mayor and Council may direct the Licensee to remove all or a portion of the Gibbs Streeterly Improvements from the Licensed Premises at the Licensee's sole expense, and the Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. In the event Licensee fails to comply with any of the obligations set forth herein, the City shall provide Licensee an opportunity to cure such failure. In the event Licensee fails to cure following thirty (30) days written notice, the City shall have the right to terminate the Agreement.

c. Termination by Licensee. The Licensee at any time shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to the Mayor and Council. Upon termination by the Licensee of the License on all or part of the Licensed Premises, and if requested by the City Manager or his designee, the Licensee shall remove the Gibbs Streeterly Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

d. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, the Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Gibbs Streeterly Improvements. Notwithstanding the foregoing, Licensee shall be entitled to remove all furniture, fixtures and other movables at its expense. If the License is terminated on only a portion of the Licensed Premises, the Parties shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and the Licensee shall not have any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

**6. Insurance.** The Licensee shall maintain general liability insurance coverage for the Licensed Premises naming the Mayor and Council as an additional insured so as to protect the

Mayor and Council against any and all claims for personal and property injuries, including death, in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. At the request of the Mayor and Council, but not more frequently than once during any calendar year, the Licensee shall provide the Mayor and Council with a certificate evidencing that the insurance required herein is in effect. Such a certificate evidencing compliance at the time of execution of this Agreement is attached as **Exhibit C**.

**7. Miscellaneous Provisions.**

a. Notices, Demands, and Communications Between the Parties. Except in the event of an emergency (i.e., immediate threat to public health and safety), formal notices, demands, and communications between the Licensee and Mayor and Council shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

**To the Mayor and Council:** Mayor and Council of Rockville  
c/o Office of the City Clerk  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Clerk / Director of Council Operations

*With copies to:*

Office of the City Attorney  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Attorney

Office of the City Manager  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Manager

Department of Public Works  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Director

**To the Licensee:** Morguard Management Company Inc.  
551 South Powerline Road  
Pompano Beach, FL 33069  
Attn: Lease Administrator

*With copies to:*

Morguard Management Company, Inc.

20 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Community Manager

Robert A. Kutcher, Esq.  
Kutcher Tygier & Luminais, LLP  
3501 North Causeway Boulevard, Suite 600  
Metairie, LA 70002

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the third (3<sup>rd</sup>) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Within thirty (30) days of the Effective Date, each Party must provide to the other the telephone number and e-mail address of an emergency contact, which may be used to provide communications under this Agreement in the event of an immediate threat to public health and safety.

b. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

c. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Paragraph headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

d. Indemnification. The Licensee shall indemnify, defend and hold the Mayor and Council and its respective officers, employees, agents, successors and assigns harmless from and against: (a) any and all claims, liabilities and losses whatsoever (together with any expenses directly related thereto, including but not limited to, damages, court costs and reasonable attorneys’ fees) occurring to or resulting from any and all persons, firms or corporations engaged by Licensee furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, (b) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Licensee’s performance of this Agreement, including but not limited to any such claims, liabilities or losses which occur on the Licensed Premises, and (c) such claims, liabilities, or losses which arise out of



the installation, operation and maintenance of the Licensed Premises, including the pedestrian promenade, the Gibbs Streeterly Improvements, the Shared Pathway. The “Licensee’s performance” includes the Licensee’s action or inaction and the action or inaction of the Licensee’s officers, employees, agents, contractors, and subcontractors. This indemnification and hold harmless obligation shall not extend to any claim arising out of the gross negligence or willful misconduct of the Mayor and Council and its respective employees and agents.

e. Subject to all limitations and immunities provided by law, including without limitation, the Local Government Tort Claims Act, Section 5-303(s) of the Courts and Judicial Proceedings Article of the Maryland Code, the Mayor and Council shall indemnify and save harmless Licensee and all of its related parties, officers, employees, agents, representatives, and servants, from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney’s fees, to the extent arising out of or resulting from the City’s gross negligence or willful misconduct in performing any work within the Licensed Premises, except to the extent caused by the gross negligence or willful misconduct of Licensee.

f. Non-Liability of Officials, Employees and Agents. No member of the Mayor and Council nor any of its respective officers, employees, successors or agents shall be personally liable to the Licensee in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Licensee or its respective successors or assigns or on any obligation under the terms of this Agreement.

g. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

h. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the Mayor and Council pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City of Rockville’s elected and appointed officials, officers, and employees.

i. Assignment. The Licensee shall have the right to assign this Agreement and its rights and obligations hereunder to any successor or assign or other party only with the written consent of the Mayor and Council. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns.

j. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted

by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

k. Governing Law. This Agreement is entered into and shall be construed in accordance with and governed by the laws of the State of Maryland without regard to choice-of-law rules. The Parties consent to the jurisdiction and venue of the applicable courts for Montgomery County, Maryland.

l. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the License. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

m. Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

n. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

o. Counterparts. The Construction Contract may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

**(Signature pages to follow)**

**IN WITNESS WHEREOF**, the Mayor and Council and the Licensee have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

**MAYOR AND COUNCIL**

**Approved as to form:**

**THE MAYOR AND COUNCIL OF  
ROCKVILLE**, a body corporate and municipal  
corporation of the State of Maryland

\_\_\_\_\_  
Robert E. Dawson, City Attorney

By: \_\_\_\_\_  
Jeff Mihelich, City Manager

**Attest:**

\_\_\_\_\_  
Sara Taylor-Ferrell, City Clerk /  
Director of Council Operations

**LICENSEE**

**Morguard Management Company Inc.,** a Florida corporation.

By: \_\_\_\_\_  
[Name and Title]

**ACKNOWLEDGMENT**  
**STATE OF MARYLAND**  
**COUNTY OF MONTGOMERY**

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, personally appeared \_\_\_\_\_, who acknowledged [himself/herself] to be the \_\_\_\_\_ of Morguard Management Company Inc., a Florida corporation and named as Licensee in the above instrument, and that [he/she], as \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Morguard Management Company Inc., a Florida corporation by [him/her] as the \_\_\_\_\_ of said Bob Morguard Management Company Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Serial Number: \_\_\_\_\_

**Exhibit A**

**Licensed Premises in Gibbs Street Right-of-Way**

[Attached]

**Exhibit B**

**Gibbs Streetery Improvements**

[Attached]

**Exhibit C**

**Certificate of Insurance**

[Attached]