



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of the 18th of July, 2018, by and between the Enterprise CarShare® division of Enterprise Rent-A-Car Company of UT, LLC ("Licensee" or "Enterprise CarShare"), whose business address is 7144 S. State Street, Midvale, UT 84047 and Campus Boise Property Owner, LLC ("Licensor"), whose business address is 1825 West Beacon Street, Boise, ID 83706.

RECITALS

WHEREAS, Enterprise CarShare® has developed and established its unique Enterprise CarShare® Car Sharing Program (the "Program") in order for its customers to utilize vehicles ("Vehicles" or "Vehicle") on fractional rental terms for up to twenty-four (24) hours or any period of time as needed; and

WHEREAS, Licensor is the owner or operator of a(n) Apartment / Condo Complex located at 1825 West Beacon Street, Boise, ID 83706 and commonly known as Identity Boise (the "Facility"); and

WHEREAS, Licensee needs space to park its Vehicles while not in use; and Licensor has offered to grant Licensee the right to occupy and exclusively use certain parking spaces at the Facility for the purpose of parking Vehicles and Licensee is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided; and

WHEREAS, in addition to the license to occupy parking spaces at the Facility, Licensor and Enterprise CarShare® desire to cooperatively promote Enterprise CarShare® as the preferred provider of Vehicles made available for fractional rental services to Enterprise CarShare® customers at the Facility.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, it is agreed as follows:

1. Preferred Provider Status. Licensor will promote Enterprise CarShare® as its preferred provider of Vehicles made available for fractional rental services to all Enterprise CarShare® customers at the Facility who desire to rent a Vehicle. As a preferred provider, Licensor agrees to recommend the Enterprise CarShare® as the first option to all users who desire to rent a vehicle at the Facility and comply with the marketing outline as described on Exhibit B.
2. Rental Rates and Terms. The applicable rental rates and terms of rental for the Vehicles to be rented at the Facility will be determined by Enterprise CarShare® in its sole discretion. Licensor shall have no right to change any of such rates or terms or to charge any other rates or impose any other terms for the Vehicles to be rented at the Facility. Enterprise CarShare® will from time to time update its then current rate schedules, which rate schedules may be changed from time to time at the discretion of Enterprise CarShare®. All rates will be published and available on www.EnterpriseCarShare.com.
3. Obligations of Licensor.
 - (i) exercise good faith efforts to keep the Vehicles supplied by Enterprise CarShare® safe and secure while at the Facility; and
 - (ii) exercise good faith efforts to immediately notify Enterprise CarShare® of any Vehicle found to be damaged (other than minor cosmetic damage), in disrepair or that may be in an unsafe condition; and
 - (iii) exercise good faith efforts to immediately report to Enterprise CarShare® any accident, property damage or personal injury involving or associated with any Vehicle or the theft of any Vehicle or the fact that any Vehicle is missing, unaccounted for or not returned at the time called for in the Enterprise CarShare® reservation; and

(iv) cooperate with Enterprise CarShare® in allowing Enterprise CarShare® to provide training to its customers on proper Enterprise CarShare® rental procedures and policies and cooperate with Enterprise CarShare® in promoting the access and utilization of the Program to the customers and potential customers; and

(v) permit Enterprise CarShare®, with approval by Licensor which will not be unreasonably withheld, to place, erect or install such signs and advertising materials at the Facility serviced by Enterprise CarShare®. Such signs and advertising shall be subject to any requirements of the owner of such facility (if other than Licensor) and to any requirements of any applicable, law, rule or regulation. Licensor will place and display Enterprise CarShare® signage as provided by Enterprise CarShare® at designated parking spots at each Facility serviced by Enterprise CarShare®; and

(vi) permit Enterprise CarShare® and its agents, employees and invitees access to the Premises and the Facility throughout the Term and the right to use all means of ingress/egress of the common area associated with the Facility (e.g. access roads, parking areas) in the same manner as such areas are made available to and used by the employees and invitees of the Facility; and

(vii) provide and pay the cost of all utilities and supporting structures serving the Facility; and

(viii) keep and maintain the Facility, including any equipment installed therein, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition, and uniformly enforce all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor; and

(ix) provide and keep in force during the Term, for the benefit of Licensee, general liability insurance, in the amount of \$2,000,000 in the aggregate. Licensor shall also keep and maintain "all risk" insurance covering full replacement value on the improvements at the Facility. Except in the case of the willful or negligent act or omission of Licensee, its agent or employees, Licensor agrees to indemnify, defend, and hold Licensee harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the negligent ownership, management, use, control or maintenance of the Facility by Licensor; and

(x) pay Licensee the amounts, if applicable, as set forth in Exhibit C.

4. **Definitions.** Whenever used in this Agreement the following terms shall have the meanings indicated hereafter. All other terms shall have the meaning given to them in the clauses and contexts in which they are used.

- **Premises** That portion of the Facility to be occupied by Licensee, such portion being 2 parking spaces as described on Exhibit A.
- **Term** The period of time during which Licensee may occupy the Premises, which Term shall begin on 2/1/2018 (the "Commencement Date") and end on 2/2/2019 (the "Expiration Date"). If no termination notice is provided, as outlined in Section 10, the Agreement will automatically renew for successive 1-year periods. During any such renewal term, either party may terminate this Agreement by providing no less than thirty (30) days advanced written notice to the other party.
- **License Fee** There will be no fee imposed upon Licensee for the use of these parking spaces.
- **Permitted Use** For the parking of Vehicles.
- **Vehicles** The Program will start with 2 Vehicles. The number of Vehicles may be decreased, at the discretion of Enterprise CarShare®, based generally upon membership enrollment and Vehicle utilization.

5. Obligations of Licensee. Licensee is obligated to:

- (i) comply with all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor and not inconsistent with the terms of this Agreement; and
- (ii) use the Premises only for the Permitted Use; and
- (iii) at the expiration or termination of the License, Licensee shall remove its equipment and any other property (such as signage). Any equipment or property not so removed at the expiration or termination date shall be deemed abandoned, but Licensee shall nonetheless remain liable for the cost of its removal; and
- (iv) provide and keep in force during the Term, for the benefit of Licensor, commercial general liability insurance ("General Liability Policy"), covering the acts or omissions of Licensee's employees, against all claims for personal injury, bodily injury, death or property damage occurring upon in or about the property with a general aggregate limit of \$2,000,000 and a per occurrence limit of \$1,000,000, automobile liability insurance ("Auto Policy"), which may be self-insured, for all owned and non-owned vehicles in the amount of \$1,000,000 per occurrence, worker's compensation insurance in accordance with the statutory limits of the state in which the Facility is located, and employer's liability limits in the amount of \$1,000,000 per accident and per disease per employee and \$1,000,000 for disease aggregate in respect of any work or operations on or about the premises. The policies listed in this subsection 5(iv) shall name as additional insureds Licensor and such other entities as may reasonably be requested by Licensor hereafter. The General Liability Policy and Auto Policy shall contain language whereby the insurance carrier thereunder waives any right of subrogation it may have with respect to Licensor or any of Licensor's affiliates. A certificate of insurance evidencing the coverages required under this subsection 5(iv) shall be furnished to the Licensor upon Licensor's request and shall comply with the requirements contained herein. Except in the case of the willful misconduct or negligent act or omission of Licensor, its agent or employees, Licensee agrees to indemnify, defend, and hold Licensor harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from Licensee's ownership or negligent management, use, control or maintenance of the Vehicles or Licensee's negligent use or occupancy of the Premises or Facility.

6. Alterations. Licensee will make no alterations or additions to the Premises without the written approval of Licensor, which approval will not be unreasonably withheld, conditioned or delayed.
7. Signs. Licensee shall have the right to install tasteful, professionally prepared signs at the Premises and at such locations at the Facility that Licensor approves, which approval will not be unreasonably withheld, conditioned or delayed.
8. Liens. Licensee agrees not to suffer any mechanic's lien to be filed against the Premises or the Facility by reason of any work, labor, services or materials performed at or furnished to the Premises by or for Licensee.
9. Termination. This Agreement may be terminated by either Licensor or Licensee by giving written notice of such termination to the other party. Such notice must state the effective date of such termination, which effective date must, in the case of notice from Licensor, be at least thirty (30) days following the date of the notice and, in the case of notice from Licensee to Licensor, at least sixty (60) days following the date of the notice.
10. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Licensor, the same shall be mailed to the address hereinabove set forth, with an email copy to JReiland@ca-ventures.com or such other address as Licensor may hereinafter designate by notice to Licensee, and if intended for Licensee, the same shall be mailed to Licensee at 7144 S. State Street, Midvale, UT 84047 Attn: Business Rental Sales Department, with copy to Office of General Counsel, 600 Corporate Park Drive, St. Louis, Missouri 63105 or to such other address or addresses as Licensee may hereinafter designate by notice to Licensor.

11. Intentionally Omitted.
12. [Intentionally Omitted]
13. Waiver of Licensor's Lien. Licensor shall not have, and hereby expressly waives any lien that it might have, whether statutory or otherwise, in Licensee's personal property for any reason whatsoever.
14. Agreement Binding. This written Agreement, together with the exhibits hereto, constitutes all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto. This Agreement may not be modified or amended except in writing signed by each of the parties. This Agreement shall bind and be for the benefit of Licensor and Licensee and their respective heirs, beneficiaries, successors and assigns.


15. No Rights Conferred. Nothing in this Agreement shall be deemed to confer upon Licenser or grant Licenser any right or interest in Licensee's trade name, trade dress, slogans, or other property of any sort or kind. Any use by Licenser of the Enterprise CarShare® or Enterprise Rent-A-Car® names or trademarks is expressly prohibited without the prior written consent of Licensee in each such instance of proposed use.

IN WITNESS WHEREOF, Licenser and Licensee have executed this Agreement as of the date first written above.

Licenser:

By:

Its:




Sup Operations

Licensee:

By:

Its:



Asst Secretary

EXHIBIT A
PREMISES/PARKING

1. 1825 West Beacon Street – Parking Stall #47
2. 1825 West Beacon Street – Parking Stall #48

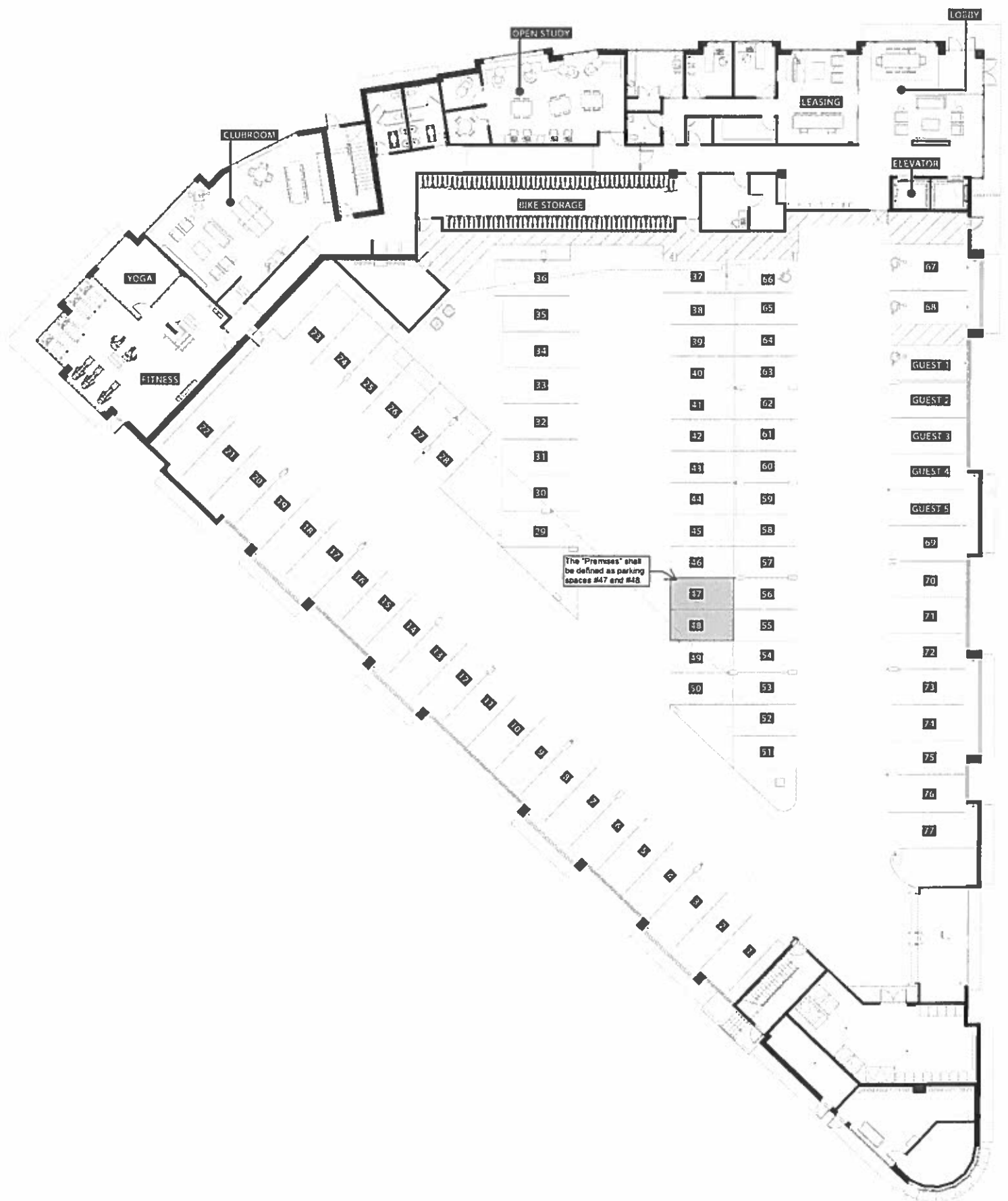


EXHIBIT B
Marketing Outline

Customer and Enterprise CarShare® agree with the following:

- (i) Provide and allow access to the Vehicles and their locations,
 - i. Provide electronic and print collateral at the Customer facility(s).
 - 1. INTENTIONALLY OMITTED
 - 2. INTENTIONALLY OMITTED
- (ii) INTENTIONALLY OMITTED
 - 1. INTENTIONALLY OMITTED

EXHIBIT C

Fees and Compensation

A. Customer Subsidy/Guaranteed Vehicle Payments

Licensors guarantees that Enterprise CarShare® will collect Minimum Revenue, exclusive of applicable taxes and exclusive of excess mileage fees and other fees and penalties as outlined in the Enterprise CarShare® Program and Terms of Use, as follows for the Term of this Agreement:

If users do not spend a minimum of \$1,200 per month per Vehicle (each applicable amount stated herein shall be the "Minimum Revenue"), then Licensors agrees to pay Enterprise CarShare® the difference between the actual amount collected from users (exclusive of applicable taxes and exclusive of excess mileage fees and other fees and penalties as outlined in the Enterprise CarShare® Program and Terms of Use) and the applicable Minimum Revenue.

This payment shall be calculated by Enterprise CarShare® and made by Licensors, at the end of each month during the Term, as applicable.

