

PARKING LICENSE

I. PARTIES, PREMISES AND TERM.

1. DATE. The date of this Lease is July 13, 2023
- 2.
3. PARTIES. The parties to this Lease are:

"LICENSOR"

- (a) 4422 Civic Center, LLC
an Arizona Limited Liability Company
c/o MODE Real Estate Management Services, LLC
4414 N. Civic Center Plaza, Suite #100
Scottsdale, AZ 85251

"LICENSEE"

- (b) Milano 89 Restaurants, LLC
an Arizona Limited Liability Company
7330 E. Stetson Drive
Scottsdale, AZ 85251

3. LICENSE. Licensor hereby grants Licensee a personal, non-transferable License to use Four (4) Parking Spaces upon the terms and conditions set forth in this License.

4. PREMISES. Licensor hereby grants Licensee a personal, non-transferable License to use FOUR (4) Parking Spaces at 4422 N. Civic Center Plaza, Scottsdale, AZ. Licensor owns these buildings with surface parking (the "Parking Spaces"), and Licensee desires to obtain the right to use FOUR (4) parking spaces pursuant to the terms and conditions of this License.

5. TERM. The term of this License shall commence August 1, 2023 and shall continue on a month-to-month basis thereafter for a period of five (5) years, provided, however, that either party may terminate, for any reason, this License upon thirty (30) days written notice to other party. Licensee acknowledges that loss of the Parking Spaces under this agreement may cause Licensee's property to not comply with City of Scottsdale parking requirements. These Parking Spaces do not count for code required parking at Licensee's property until after the License is executed by Licensor and recorded at the Maricopa County recorder's office. No expiration, amendment, or termination of this License is effective until thirty (30) days after Licensee delivers to the City of Scottsdale's chief code enforcement officer, written notice of the termination. The City of Scottsdale is a third party beneficiary of this License, but has no duties or obligations under this License. This paragraph controls any contrary provision of this License.

6. RENT. Licensee agrees to pay to Licensor at Licensor's address as provided herein, as payment for the Parking Spaces, a monthly amount equal to ONE HUNDRED AND SIXTY DOLLARS (\$160.00) per month. The monthly amount shall be payable in advance on or before the 1st day of each month, starting August 1, 2023.

7. USE. Licensee may use the Parking Spaces only for parking passenger automobiles (including sport utility vehicles and small passenger trucks), but shall not be used for parking recreational vehicles, buses, vans, delivery vehicles, or trucks that are not primarily for personal transportation. The Parking Spaces are leased on

Initials: Licensor A Licensee CE

a self parking basis. Licensee may, however, use a valet service to park vehicles in the Parking Spaces. The Parking Spaces shall be available for use by Licensee only commencing at 8:00 pm and ending at 4:00 am.

8. WAIVER: INDEMNIFICATION.

a. This License is a revocable license for use of real property and is not a bailment. Licensee assumes full responsibility for Licensee's vehicles and the contents thereof. Licensee agrees and acknowledges that Licensee's use of the Parking Spaces is at its sole risk, and Licensee hereby absolves and fully releases Licensor as well as Licensor's officers, directors, agents, representatives, employees, and contractors (the "Licensor Parties") from any and all cost, loss, damage, expense, liability, and causes of action, whether foreseeable or not, from any cause whatsoever, that Licensee may suffer and that it or its agents, employees, principals, invitees, and licensees may suffer as a direct or indirect consequence of Licensee's license of or use of the Parking Spaces or access thereto or for any other costs, loss, damage, expense, or liability or cause of action arising from or related to this License.

b. Licensee shall indemnify, defend, protect, and hold the Licensor Parties free and harmless of, from and against any loss, cost, personal or property damage, liability, expense, claim, action or cause of action of or by any person or entity, including without limitation actual attorneys' fees, whether foreseeable or not, and any and all claims, demands, personal or property damages, losses, liabilities, causes of action, costs or expenses, (including reasonable attorneys' fees) directly or indirectly arising in connection with Licensee's use of the Parking Spaces or breach of this License.

9. ASSIGNMENT BY LICENSOR. In the event of a sale or conveyance by Licensor of its interest in the Parking Spaces, the same shall operate to release Licensor from any failure or liability upon any covenants or conditions, express or implied, in this License. In such event, Licensee agrees to look solely at Licensor's successor-in-interest for performance of Licensor's purchase or assignee. Licensor may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have the rights of control attributed hereby to the Licensor.

10. LIMIT OF LIABILITY. Neither Licensor or any principal of Licensor, nor any owner of the building or Parking Spaces, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this License or the Parking Spaces.

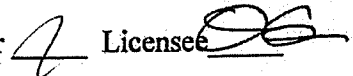
11. INSURANCE. Licensor and Licensee agree to maintain those types and amounts of insurance described below.

During the Term, Licensee, at Licensee's own cost and expense, will maintain continuously in full force and effect the following types of insurance: Commercial general liability insurance covering the parking spaces and Licensee's activities on the premises on an occurrence basis against claims for bodily injury, property damage, personal injury, and death with limits of at least \$1,000,000.00 combined single limit, together with umbrella excess liability coverage.

The insurance will be: (i) issued in the name of Licensee with Licensor and its managing agent or other designee named as an additional insured on the commercial general liability insurance and property insurance. Licensee will not violate, nor permit to be violated, any of the conditions or provisions of any of the insurance policies required to be maintained by Licensee, and Licensee will perform and satisfy the requirements of the insurer so that the policies remain in good standing and acceptable to Landlord and so that the insurer will be willing to continue to write the insurance.

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Licensee



IN WITNESS WHEREOF, the parties hereto have signed this Parking License this 5 day of Sept 2023.

"LICENSOR"
4422 Civic Center, LLC
an Arizona Limited Liability Company

By _____
[Handwritten signature]

[Handwritten signature: Darlene Ahearn]

NOTARY



"LICENSEE"
Milano 89 Restaurants, LLC
an Arizona Limited Liability Company

[Handwritten signature] 9/1/2023

By: Quinn Goldsberry

NOTARY

Initials: Licensor [initials] Licensee [initials]