

AIRPORT LICENSE AGREEMENT

between

GRM HOLDINGS, LLC

and

GREENLEAF JWA, LLC

for

JOHN WAYNE AIRPORT

TERMINAL A

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AIRPORT LICENSE AND AGREEMENT

This Airport License and Agreement (“Agreement”) is made this 27th day of December, 2019 (the “Effective Date”) by and between GRM Holdings, LLC, a Delaware limited liability company (“Licensor”) and Greenleaf JWA, LLC, a Delaware limited liability company (“Licensee”).

RECITALS

A. Licensor holds the right to sublicense various trademarks, service marks, trade names, trade dress (including product package designs), slogans, emblems, logos, external and internal building designs and architectural features (collectively, the “Trademarks”) of a distinctive chef-casual restaurant concept known as “Greenleaf Gourmet Chopshop”.

B. Licensor has adopted for the use of its licensees a unique system of restaurant operation, consisting of a variety of distinctive sign and facility designs, recipes, methods of food presentation and service, sourcing standards, vendor and supplier reputation requirements, copyrighted manuals and other materials, trade secrets, Trademarks, Licensor Intellectual Property (defined below) and know-how (the “System”).

C. Licensee desires to establish and operate a single Greenleaf Gourmet Chopshop restaurant (the “Restaurant”) at the Approved Location (as defined below) to be operated in accordance with the System and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

I. DEFINITIONS

In addition to definitions incorporated in the body of this Agreement, the following capitalized terms in this Agreement are defined as follows:

A. “Affiliate” means an entity that controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of this definition, the term “controls,” “is controlled by” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

B. “Airport” means John Wayne Airport, County of Orange, California.

C. “Airport Authority” means the Board of Supervisors, John Wayne Airport, County of Orange, California.

D. “Applicable Law” means applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures applicable to the Restaurant established by any governmental authority with jurisdiction over the operation of the Restaurant that are in effect on or after the Effective Date, as they may be amended from time to time, including, without limitation, all laws relating to food safety and customer data privacy and security.

E. "Approved Location" means the space at the business premises agreed upon by Licensor and Licensee and approved by the Airport Authority for the operation of the particular Restaurant that is the subject of this Agreement as set forth in Exhibit B, and any subsequent location mutually agreed upon by the parties and approved by the Airport Authority.

F. "Certified Manager" means each management-level employee who devotes the full-time and attention to performing assistant general management and supervisory responsibilities for the Restaurant and who successfully completes to Licensor's reasonable satisfaction in the exercise of Licensor's reasonable business judgment Licensor's then-current Training Program as a condition of designating a manager as a Certified Manager.

G. "Confidential Information" means knowledge and information which a party knows or should reasonably know is confidential concerning (i) ingredients, recipes, food preparation, methods and procedures that distinguish Licensor's restaurants; (ii) supply relationships, inventory requirements and control procedures; (iii) pricing, sales, profit performance or other results of the Restaurant; (iv) Proprietary Products; and (v) in general, business methods, trade secrets, specifications, customer data, cost data, procedures, information systems and knowledge about the operation of the Restaurant or the System, whether it is now known or exists or is acquired or created in the future, that is included in the Confidential Materials or expressly designated as confidential. Confidential Information does not include (x) information developed, learned or obtained independent of the transactions contemplated by this Agreement, or (y) information which is generally known or readily ascertainable; except where public knowledge is the result of the disclosing party's wrongful disclosure.

H. "Confidential Materials" refers to any confidential operating manuals, recipe manuals, training and operations guides, which Licensor lends to Licensee, in confidence, during the Term.

I. "Effective Date" is the date indicated on page 1 of this Agreement.

J. "Force Majeure" means any event caused by or resulting from conditions that are beyond the reasonable control of a party whose performance is affected by such event or condition and occurring without the party's material fault or negligence. Events of Force Majeure shall include, without limitation, an act of God, labor strike or other industrial disturbance, cyber attacks, materials shortage, failure of third party suppliers, transportation delay, war, insurrection, urban riots, epidemic, fire, hurricane, flood, earthquake or other natural disasters, and act of any government, including the Airport Authority.

K. "Gross Sales" means all sales of food, beverages and merchandise at or from the Restaurant subject only to the following exclusions:

(i) The amount of all sales taxes, use taxes and other taxes imposed upon or required to be collected or paid on account of goods or services furnished by Licensee;

(ii) Sales in the form of refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

(iii) Sales where the subject of such sale, or some part thereof, is thereafter returned to the purchaser, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

(iv) The amount of any gratuities paid or given by patrons or customers to employees of Licensee; and

(v) The amount attributable to meals or beverages served or provided to Licensee or Airport employees at a discount, or for which Licensee does not receive full payment, but in no event more than three percent (3%) of Gross Sales in any calendar month.

L. "Lease" is that certain lease agreement between Licensee and the County of Orange, California and Greenleaf JWA, LLC for the operation of the Restaurant at the Approved Location.

M. "Licensor Intellectual Property" refers collectively to any and all rights currently existing or that may come into being which Licensor or Licensor's Affiliates now own or later acquire in the Trademarks, Proprietary Products and/or Confidential Information arising under any patent, trade secret, copyright, trade dress, design protection, database protection, trademark, or similar laws of the United States or any other country in which Licensor or Licensor's Affiliates now or in the future operate, and expressly includes any and all improvements, modifications, derivations, renewals, extensions, or continuations of any of the foregoing.

N. "Opening Date" is the date on which the Restaurant opens for business to the public.

O. "Restaurant" means the Restaurant that Licensor authorizes Licensee to operate under this Agreement at the Approved Location.

P. "System" has the definition set forth in the Recitals.

Q. "Trademarks" has the definition set forth in the Recitals.

R. "Technology System" means, collectively, the computer hardware equipment, operating software, point of sale equipment, applications, communications equipment and supporting peripherals devices that Licensor specifies by brand, model, supplier, features, functions or other type of specifications and that Licensee must use to operate the Restaurant whether or not it incorporates Licensor's Confidential Information.

S. "Training Program" refers collectively to the training sessions that Licensor provides to Licensee before and in connection with the opening of the Restaurant, a summary of which is attached hereto as Exhibit C and incorporated by reference herein.

II. GRANT

A. Award of License.

1. Licensor hereby awards to Licensee, and Licensee accepts, the right and license to use the System in connection with the operation of the Restaurant at the Approved Location, subject to the terms and conditions of this Agreement.

2. In accepting the award of rights, Licensee agrees to exert its commercially reasonable efforts to promote and enhance the Restaurant and the goodwill associated with the System.

B. Limitations.

1. Licensor grants Licensee no rights other than the rights expressly stated in this Agreement and such other rights as may be reasonably necessary in connection with the operation of the Restaurant to the extent not inconsistent with this Agreement.
2. The license awarded to Licensee applies to the Approved Location at the Airport and to no other location.
3. Nothing in this Agreement gives Licensee the right to sublicense the use of the System.
4. Nothing in this Agreement gives either party an interest in the other party or the right to participate in the other party's business activities, investment or corporate opportunities, except as expressly provided in this Agreement.
5. Nothing in this Agreement gives Licensee any rights in or to any Licensor Intellectual Property, other than the limited licenses expressly granted herein.
6. This Agreement authorizes Licensee to engage only in the sale of authorized goods and services to customers at the Approved Location at the Airport, subject to the requirements of this Agreement and the Confidential Materials.

C. Improvements; Duty to Conform to Modifications.

1. Any improvements, modifications or additions which Licensee makes to the System, or which become associated with the System shall inure to the benefit, and become the exclusive property, of Licensor, but only to the extent such improvements, modifications or additions relate solely to the System and not to Licensee's concession operations generally. Licensee understands and agrees that nothing in this Agreement shall constitute or be construed as Licensor's consent or permission to Licensee to modify the System or any portion or component thereof. Any modification which Licensee desires to propose or make to the System shall require Licensor's prior written consent, which may be withheld in Licensor's sole discretion.
2. Any goodwill resulting from Licensee's use of the System shall inure to the exclusive benefit of Licensor. This Agreement confers no goodwill or other interest in the System upon Licensee, except the license to use the System during the Term subject to the terms and conditions stated in this Agreement.
3. Licensee understands and agrees that Licensor may modify the System and any of its components from time to time in its sole discretion as often, and in the manner, that Licensor believes, in its sole discretion is necessary to best promote Licensor's restaurants, as a chain, to the public; provided that Licensor shall reasonably consult with Licensee prior to any such modification. Licensee shall promptly comply with Licensor's directives for such modifications during the Term to conform to any such proposed modifications. Such modifications must not: i) be prohibited by the Lease or the Airport Authority; or ii) create an undue financial burden upon Licensee. For purposes of this Agreement, an "Undue Financial Burden" means any modifications proposed to be implemented by Licensor under this Agreement that create an aggregate expenses to Licensee in excess of \$10,000 in any calendar year of the Term (the "Annual Cap").

D. Deviations from the System. Licensee understands and agrees that Licensor has no obligation to waive, make any exceptions to, or permit Licensee to deviate from, the uniform standards of the System. Any exception or deviation that Licensor does allow Licensee must be stated in writing by Licensor in order to be enforceable against Licensor.

E. Additional Licenses. Licensor agrees that, during the Term, it shall not license other restaurants using the Licensor Trademarks or System at the Airport.

III. APPROVED LOCATION

A. Selection of Approved Location. The Approved Location is set forth on Exhibit B.

1. Relocation. Licensee may relocate the Restaurant only upon receipt of Licensor's prior written consent, which may be withheld in Licensor's reasonable discretion.

IV. TERM AND RENEWAL

A. Term. This Agreement shall begin on the Effective Date and shall expire without notice: (i) ten (10) years from the Opening Date; or (ii) the date the initial term of the Lease terminates for the Approved Location, including any holdover period, whichever occurs last; or (iii) as otherwise terminated herein (the "Initial Term").

B. Renewal Terms. Licensee shall have an option ("Renewal Option") to renew the this Agreement for a renewal term (the "Renewal Term" and, together with the Initial Term, the "Term") equal to the term of Licensee's leasehold for the Approved Location if Licensee is successful in renewing or extending said Lease, subject to the following conditions:

1. Licensee, at Licensee's reasonable cost and expense, shall satisfy Licensor's then-current training requirements, if any, for renewing licensees.

2. Licensee shall make any reasonable updates to Licensor's then-current appearance, trade dress elements, design standards, and equipment specifications as required by the Airport Authority (the "Renewal Expenditures").

C. Failure to Satisfy Renewal Conditions. If any renewal condition in Section IV.B above is not timely satisfied in all material respects, this Agreement will continue on a month-to-month basis, subject to either party providing the other with thirty (30) days' notice of termination.

V. APPROVED LOCATION DEVELOPMENT AND OPENING DATE

A. Licensee's Design Plans.

1. Licensor shall collaborate with Licensee with respect to Licensor's prototype plans and specifications for the design, appearance, trade dress elements, equipment, layout and leasehold improvements of the Restaurant for the Approved Location.

2. At Licensee's expense, Licensee shall retain the services of an architectural firm reasonably acceptable to Licensor to work with Licensee's own architect in connection with preparing both initial and detailed design and construction plans ("Licensee's Design Plans") that adapt Licensor's prototype plans and specifications to the specific

dimensions, square footage and conditions of the Approved Location and to the requirements of Applicable Law, the Lease and the Airport Authority.

3. Licensee is solely responsible for investigating the requirements of Applicable Law governing public accommodations for persons with disabilities or similar rules, zoning restrictions, building codes, permit requirements or applicable Lease restrictions and conforming Licensee's Design Plans to such requirements.

4. Licensee shall submit Licensee's Design Plans to Licensor for approval before Licensee may begin permitting construction or development of the Approved Location. In reviewing Licensee's Design Plans, Licensor agrees not to unreasonably withhold, condition or delay approval. Licensee will engage the services of Licensor's design consultant to provide design services in connection with the development of the Restaurant.

B. Development of Approved Location.

1. Licensee shall use commercially reasonable efforts to cause its contractors, designers, and other professionals to cause all construction and other development work to be carried out in compliance with the version of Licensee's Design Plans that Licensor approves without substantial variation (except as otherwise agreed by Licensor in writing).

2. Licensee shall use commercially reasonable efforts to cause all construction and development work to conform to Applicable Law.

3. Licensee is solely responsible for purchasing, leasing or licensing all of the equipment, fixtures, furniture, trade dress elements, signs, supplies, materials, and decorations required for development and operation of the Restaurant from recommended, approved or required sources as directed by Licensor in the Confidential Materials and this Agreement.

4. During construction, Licensor shall have reasonable access to the Approved Location to inspect the work and performance by Licensee's construction personnel.

C. Opening Date. Licensee shall use commercially reasonable efforts to open the Restaurant for business to the public on or around _____. Licensee shall not open the Restaurant until Licensor has approved that Licensee has met all pre-opening requirements including, without limitation, ensuring that all required employees have successfully completing the applicable portions of the Training Program. Licensor agrees not to unreasonably withhold, condition or delay such approval.

VI. TRAINING

A. Training Program. The parties shall mutually schedule the Training Program so that the sessions are completed at a reasonable period of time before the contemplated Opening Date. As further set forth in Exhibit C, training shall take place at a location which Licensor reasonably designates, which may include training at one or more of Licensor's restaurants in the Orange County area prior to the Opening Date. In addition, training will include training assistance at the Approved Location prior to the opening of the Restaurant and during the opening of the Restaurant.

B. Management-Level Employees; Certified Manager Qualifications.

1. The initial management level employees for the Restaurant shall be selected by Licensee, subject to consultation with Licensor. Upon successful completion of the Training Program, each such employee will be a Certified Manager. All newly hired and replacement personnel (including all Managers whose employment responsibilities include day-to-day management of the Restaurant) shall demonstrate the requisite competency to operate and manage the Restaurant in Licensee's reasonable discretion and must successfully complete applicable portions of the Training Program for such positions. At all times, the Restaurant must be under the direct supervision of at least one individual who has been certified by Licensor as a Certified Manager. Licensee shall promptly notify Licensor in writing (which may include email) in the event of any planned or actual departure of any Certified Managers and take all actions reasonably necessary to certify a replacement Manager with Licensor as further set forth in Section XIII.H.1 below.

2. Licensor may make reasonable changes to the Certified Manager qualification criteria at any time effective upon reasonable notice to Licensee. Licensor's notice shall specify any additional training or other requirements applicable to new Certified Managers that an existing Manager must complete in order to maintain his or her designation as a Manager. Licensor shall allow each existing Certified Manager thirty (30) days after the new criteria becomes effective in which to satisfy the additional training and other requirements without suffering a lapse in their designation as a Certified Manager. Such training will be provided at Licensor's then-current hourly rate as set forth in the Confidential Materials, not to exceed [] hours.

C. Additional Training. After the Opening Date, Licensee may request permission to enroll additional persons in portions of the Training Program or receive additional training and on-site assistance. In addition, if Licensee is in material default of this Agreement in connection with operational issues, Licensor may require Licensee (including specific personnel of Licensee) to undergo additional training. Licensee understands and agrees that all additional training shall be at mutually scheduled times, and that, as a condition to receiving additional training, Licensee must pay Licensor's then-current per person training fees set forth in the Confidential Materials. As of the Effective Date of this Agreement, Licensor's current training rate is Three Hundred Dollars (\$300.00) per day per instructor, plus reimbursement to Licensor for reasonable travel and meal expenses incurred in connection with the training.

D. Continuing Training, Education and Conferences. Licensor may periodically offer continuing training programs, educational workshops and require attendance by Licensee's Certified Managers, and/or other employees designated by Licensor. Licensor will not charge Licensee a fee for participation in such programming, but Licensee shall be responsible for all cost and expenses associated with the participation by its employees, including wages, salary, travel and related expenses.

E. Additional Provisions. Licensee understands and agrees that (i) it is solely responsible for all personal expenses that it and its employees incur to attend any of the training programs provided by Licensor (whether before or after the Opening Date), including, without limitation, meals, personal expenses and salaries, and (ii) Licensor will not pay compensation for any services performed by trainees during any training program provided by Licensor.

VII. LICENSOR INTELLECTUAL PROPERTY

A. Ownership. Licensor or Licensor's Affiliates own all rights in the System and its various components, and Licensee owns no rights in the System except for the license granted by this Agreement.

B. Use of the System.

1. In operating the Restaurant, Licensee shall (i) use the System only in connection with the operation of the Restaurant; and (ii) display appropriate notices of trademark and service mark registrations. Licensee may operate other brands of restaurants; provided, however, that in no event is Licensee or any employee of Licensee permitted to use the System, Confidential Information or resources of Licensor in the operation of such other restaurants.

2. Licensor reserves the right, after reasonable consultation with Licensee, to: (i) modify the Licensor Intellectual Property or other features of the System; (ii) add new names, marks, designs, logos or commercial symbols to the Trademarks and reasonably require that Licensee use them (iii) modify or discontinue practices, components or requirements incorporated within the scope of the System as of the Effective Date; and (iv) require that Licensee introduce or observe new practices as part of the System in operating the Restaurant. Licensee shall comply, at Licensee's expense, with Licensor's directions regarding changes in the System within a reasonable time after written notice from Licensor. Such modifications must not: (a) be prohibited by Applicable Law, the Lease or the Airport Authority; or (b) exceed the Annual Cap.

VIII. CONFIDENTIAL MATERIALS

A. Loan.

1. Licensor will provide Licensee with all reasonably necessary or appropriate Confidential Materials during the term of this Agreement through hard copy and/or electronic transmission in Licensor's discretion. The information contained in the Confidential Materials is, and at all times shall remain Licensor's sole property and shall promptly be returned to Licensor or destroyed upon the expiration or termination of this Agreement.

2. Licensee shall treat all information contained in Confidential Materials as confidential, and shall use all reasonable efforts to keep the information secret. Licensee shall not, without Licensor's prior written consent, loan or make available the Confidential Materials to any person not reasonably required to have access in order to carry out his or her employment or other functions.

3. If any provisions in the Confidential Materials conflict with the terms of this Agreement, the terms of this Agreement shall control.

IX. CONFIDENTIAL INFORMATION

A. Limitations on use of Confidential Information. Each party acknowledges that the other party will disclose Confidential Information to such party through the performance of this Agreement. Neither party shall acquire an interest in Confidential Information of the other party, other than a license to utilize it in the operation of the Restaurant subject to the terms of this

Agreement, and shall use the Confidential Information only for the purposes of operating the Restaurant or otherwise in connection with this Agreement.

1. Each party agrees to: (i) confine disclosure of Confidential Information of the other party to those of its management, employees and agents who reasonably require access in order to perform the functions for which they have been hired or retained or otherwise in connection with this Agreement; and (ii) observe and implement reasonable procedures to prevent the unauthorized or inadvertent use, publication or disclosure of Confidential Information of the other party.

2. The provisions concerning non-disclosure of Confidential Information shall not apply to the extent disclosure of Confidential Information is legally compelled in a judicial, administrative or similar proceeding or investigation; provided that the disclosing party shall use its reasonable best efforts to provide the other party a reasonable opportunity to obtain an appropriate protective order or other assurance of confidential treatment for the information required to be disclosed.

X. ADVERTISING

A. Generally. To maximize goodwill in the Trademarks, Licensee agrees to promote the Restaurant, with the intent to portray the Restaurant in the best possible light at the Airport and the Approved Location. All marketing efforts, initiatives and materials used by Licensee are subject to Licensor's prior written approval, whether in print, electronic form or otherwise. If within ten (10) days after receipt or marketing materials Licensor has neither approved nor rejected the copy or material, it shall be deemed approved.

B. Public Affairs. Licensee shall promptly report to Licensor the occurrence of any incident (including, but not limited to, reports of food-borne illness, accidents or controversies) related to the Restaurant which has or is likely to become the subject of negative publicity in the news media or otherwise. Licensee acknowledges that Licensor alone is authorized to speak or issue statements, public or private, on behalf of Licensor, and Licensee shall consult and coordinate with Licensor in advance of communicating with or responding to the media with respect to such matters.

XI. PAYMENTS

A. Initial License Fee. In consideration of the license awarded to Licensee pursuant to this Agreement, Licensee will pay or cause to be paid to Licensor an initial license fee (the "Initial License Fee") in the amount of Eighty Thousand Dollars (\$80,000.00). Fifty percent (50%) of the Initial License Fee shall be due and payable within thirty (30) days of the effective date of the Lease; the balance due as payable ninety (90) days of the effective date of the Lease. The Initial License Fee is fully earned and nonrefundable under any circumstance. Notwithstanding the foregoing, if the Restaurant cannot be opened due to failure to obtain any consent, approval or other authorization of the Airport Authority or any other authority with jurisdiction over Licensee, Licensor, the Restaurant, or any of their Affiliates, then Licensor shall refund the full amount of the Initial License Fee to Licensee or the person or entity who paid the Initial License Fee on Licensee's behalf, as applicable.

B. Training Fee. In consideration of the pre-opening and opening services to be provided by Licensor pursuant to this Agreement, Licensee will pay or cause to be paid to Licensor a one-time training fee not to exceed Twenty Thousand Dollars (\$20,000.00), which

shall be due and payable in full two (2) weeks prior to the opening of the Restaurant at the Approved Location.

C. Royalties. In consideration of the license awarded to Licensee, beginning on the Opening Date and for the remainder of the Term, Licensee shall pay to Licensor, without offset, credit or deduction of any nature, a Royalty on the Gross Sales of the restaurant. The Royalty shall be payable monthly within fifteen (15) days after the end of each month as follows:

Gross Sales	Royalty Payable to Licensor
\$0 - \$2,000,000	2.5%
\$2,000,001 - \$3,000,000	3%
\$3,000,001 - \$5,000,000	4%
\$5,000,001+	5%

D. Incentive Fee. Licensor shall be entitled to an incentive fee (the "Incentive Fee") in the amount of One Percent (1%) of Gross Sales if monthly combined food and beverage costs are Twenty Six Percent (26%) or less of the Gross Sales of the Restaurant. Any Incentive Fee shall be due and payable monthly along with any Royalties as set forth above.

E. Electronic Payment. All required payments to Licensor must be made through a payment system designated by Licensor and reasonably satisfactory to Licensee that uses transfers from Licensee's designated operating account to Licensor through a Licensee-originated automated clearing house ("ACH"), or, if Licensor requests, by special checks or other equivalent payment system that Licensor designates in the Confidential Materials or otherwise in writing.

F. Late Charge. If Licensee fails to pay any amount due to Licensor under this Agreement by the date payment is due, Licensee shall additionally be obligated to pay, as a late charge, the total amount past due multiplied by one percent (1.0%) per month (but not to exceed the maximum legal rate of interest then permitted under Applicable Law) calculated starting on the date payment was due and continuing until the entire sum and late charge is paid in full.

G. Application of Payments. Notwithstanding any designation given to a payment by Licensee, Licensor shall have the sole discretion to apply any payments from Licensee to any past due amounts owed to Licensor under this Agreement in the amounts and in such order as Licensor shall determine.

H. Any Royalties (XI.C) or Incentive Fees (XI.D) paid to Licensor under this License Agreement, during any given month, shall be in lieu of, and not in addition to, any Class B Distributable Amounts distributed to Licensor or its Affiliates under the Greenleaf JWA, LLC, Limited Liability Company Agreement.

XII. ACCOUNTING AND RECORDS

A. Maintenance of Business Records. During the Term and any Renewal Term, Licensee shall maintain full, complete and accurate business records in all material respects.

Licensee shall preserve such records for a minimum of four (4) years following the termination or expiration of this Agreement.

B. Reports.

1. After the Opening Date, Licensee shall submit to Licensor on a periodic basis the financial, operational and statistical reports and information to (i) provide Licensee with consultation and advice in accordance with this Agreement; (ii) monitor Licensee's performance under this Agreement and Licensee's purchases and revenue; (iii) develop new operating procedures; (iv) develop new menu items and products (v) remove unsuccessful menu items and products; and (v) implement changes in the System to respond to competitive and marketplace changes.

2. Licensee shall prepare and submit monthly Gross Sales reports showing corresponding Royalty payment amounts.

C. Recording of Transactions. Licensee shall track and record all sales and transactions with customers of the Restaurant utilizing the computer and cash control systems used generally by Licensee throughout its operations, so long as such systems enable Licensee to record and report sales in compliance with this Agreement.

D. Audit Rights.

1. Licensor and its representatives upon three (3) business days prior written notice to Licensee, shall have full access during normal business hours to examine, audit and copy Licensee's business records relating to the Restaurant, including all documents and information that Licensor reasonably requests in order to verify Gross Sales and the other business activities of the Restaurant required to be reported to Licensor.

2. If Licensor discovers that Licensee has underreported Gross Sales by an amount which is three percent (5.0%) or more of the actual Gross Sales for the period audited, Licensee shall also reimburse Licensor for the cost of the audit.

XIII. STANDARDS OF QUALITY AND PERFORMANCE

A. Performance. Licensee understands and agrees that its adherence to the System and the performance of all obligations set forth in this Agreement or the Confidential Materials, in each case in all material respects, is a requirement of the license granted to Licensee.

B. Products; Supply Chain Terms and Conditions.

1. Licensee shall only use those products at the Restaurant, and use ingredients to make such products, that have been previously approved by Licensor. The current Approved Menu is attached hereto as Exhibit D, which shall be subject to amendment from time to time by Licensor. Notwithstanding anything herein to the contrary:

2. Licensee shall: (i) sell or offer for sale at the Restaurant only such products as have been expressly approved for sale in writing by Licensor; (ii) sell or offer for sale all such products utilizing the ingredient specifications and employing the preparation standards and techniques specified by Licensor; (iii) refrain from any deviation from Licensor's standards and specifications, including manner of preparation of products, without Licensor's

prior written consent; and (iv) discontinue selling and offering for sale any products which Licensor shall have the right to disapprove, in writing, at any time.

a. Licensee acknowledges that Licensor has a well-crafted and custom beverage program and that the beverage program will be created by Licensor and implemented by Licensee in compliance with Licensor's brand standards and the System. All non-alcoholic and alcoholic beverages sold at the Restaurant, including ingredients utilized in any mixed beverages, will be determined by Licensor.

b. Licensee shall purchase all products, ingredients, supplies, materials, and other products used or offered for sale at the Restaurant solely from suppliers that are Licensor's suppliers ("Designated Suppliers") or that Licensor has approved in writing, such approval not to be unreasonably withheld ("Approved Suppliers"). For the purpose of this Agreement, the term "supplier" shall include, but not be limited to, manufacturers, distributors, resellers, and other vendors (including Licensor if so designated). Licensee acknowledges and agrees that the Proprietary Products offered and sold at the Restaurant are manufactured in accordance with secret blends, standards, and specifications of Licensor and/or Licensor's affiliates. In order to maintain the high standards of quality, taste, and uniformity associated with certain Proprietary Products sold throughout the System, and notwithstanding anything to the contrary in this Agreement, Licensee agrees to purchase all of its requirements at the Restaurant for the items set forth in Exhibit D or otherwise agreed to in writing as proprietary (the "Proprietary Products") solely from Licensor or Licensor's Designated Suppliers(s) (through such distributor or distributors as Licensor may designate) or otherwise Approved Suppliers.

C. Standards of Service. Licensee shall (i) label and identify all items offered for sale by the specific name designation given to them by Licensor; (ii) use only the equipment, supplies, utensils, glassware materials, signs, menu boards, order taking and delivery services prescribed by Licensor or which conform to Licensor's current specifications and standards; (iv) adhere in all material respects to Licensor's business operating methods, instructions for storing, handling, preparing, serving and delivering foods and beverages, requirements for public safety, guidelines for catering and delivery services, and specifications for reproducing the Trademarks; (v) adhere to Licensor's music programming and audio visual programming specifications as communicated from time to time through the Confidential Materials; and (vi) operate the Restaurant in accordance with Licensor's customer service standards and specifications in all material respects. All specifications may be set forth in the Confidential Materials or otherwise communicated to Licensee in writing and may be revised by Licensor as frequently as Licensor deems necessary to promote the System and respond to competitive and marketplace changes; provided that Licensor shall reasonably consult with Licensee and must provide Licensee with prior written notice of such revisions. Such modifications must not: i) be prohibited by Applicable Law, the Lease or the Airport Authority; or ii) exceed the Annual Cap. Any service standards or specifications must conform to all Applicable Laws.

1. Licensee understands and agrees that (i) the Approved Menu and menu formats may include, in Licensor's discretion, requirements concerning organization, graphics, use of brand names and other menu or product descriptions, illustrations and other design and content features; and (ii) Licensor may implement changes to (among other things) the menu, menu formats, order taking and delivery systems, and special promotions of new food and beverage selections at other Greenleaf restaurants.

2. Licensee shall, at its expense, conform to all changes implemented by Licensor to Licensor's standards of service as promptly as reasonably practicable following

written notice from Licensor unless Licensor's written notice specifies a later implementation date. Licensee shall not offer for sale or sell any other kind of products, merchandise or services, or otherwise deviate from Licensor's current operating standards or specifications for services, products or merchandise, except with Licensor's prior written consent. Licensee shall use commercially reasonable efforts to operate the Restaurant on all of the days and during the hours required by the Lease. Before the Opening Date, Licensee shall advise Licensor of the operating hours of the Restaurant and promptly notify Licensor of any changes in its operating hours.

D. Subject to the requirements of the Lease, Licensee will follow the standard and specifications of Licensor relating to sustainability (i.e., composting) and participate in and/or contribute toward specific community philanthropic endeavors mutually agreed upon by Licensor and Licensee. Operating Expenses. Licensee shall use commercially reasonable efforts to pay all of the operating expenses of the Restaurant and resolve any material dispute with any supplier or vendor in a timely manner. Licensor shall have no liability for Licensee's debts or obligations to third parties except to the extent arising from or related to Licensor's breach of this Agreement.

E. Approved Location and Tangible Property.

1. Licensee shall maintain the condition and appearance of the Restaurant and all tangible property used to operate the Restaurant consistent with the standards, specifications and requirements of the System and the Confidential Materials in all material respects.

2. Licensee understands and agrees that its failure to repair or maintain the Restaurant and the tangible property of the Restaurant in accordance with Licensor's standards in all material respects shall constitute a breach of this Agreement. Licensor shall notify Licensee in writing specifying the action to be taken by Licensee and allowing a reasonable time to correct the deficiency.

3. In addition to maintaining the Restaurant and tangible property in continuous good condition and repair in accordance with this Agreement, Licensee shall comply with all refurbishment requirements under the Lease. All remodeling, modernization or redecoration of the Restaurant must be done in accordance with the process for original design and construction set forth in this Agreement.

F. Compliance with Laws and Lease. Licensee shall at all times operate the Restaurant in compliance with Applicable Laws and the Lease in all material respects. Licensee shall secure and maintain in good standing all necessary licenses, permits, deposits and certificates required to operate the Restaurant lawfully, including licenses to sell alcoholic beverages, and shall provide Licensor with proof of compliance promptly following Licensor's reasonable request.

G. Employees and Staffing.

1. The Restaurant, during all operating hours, shall be under the direct, personal supervision of at least one Certified Manager at all times. If Licensee is short of the requirements for a Certified Manager, Licensee shall have up to thirty (30) days to qualify a Certified Manager with Licensor. Licensee shall pay Licensor its then-current training rates as set forth in the Confidential Materials, with such aggregate training fee not to exceed five

thousand dollars (\$5,000.00) per employee. During the period Licensee is without a qualified Certified Manager, Licensor may, at its option and election, provide Licensee with a Certified Manager. Licensee shall pay Licensor its then-current hourly and/or daily rates, as applicable, as well as any reasonable incidental expenses for the services of the interim Manager.

2. Licensee shall employ a sufficient number of competent employees and use commercially reasonable efforts to cause each of them to receive appropriate training to perform their job in accordance with the standards and specifications of the System and using the specific training materials and training methodology as supplied by the Licensor.

3. All employees of Licensee who work at the Restaurant shall have sufficient ability to perform the job responsibilities assigned to them. Unless expressly prohibited by the Lease, the Airport Authority or Applicable Law, prior to offering any person an opportunity for employment at the Restaurant, Licensee shall require each prospective employee to successfully demonstrate the requisite basic competence to perform the tasks that will be required in the designated position as an employee of Licensee at the Restaurant.

4. Licensee shall use commercially reasonable efforts to cause all employees, while working in the Restaurant, to present a neat and clean appearance and wear the uniforms that Licensor designates for their respective positions, in the colors, styles and designs specified by Licensor.

5. Licensee shall use commercially reasonable efforts to ensure that the Restaurant is appropriately staffed in order to provide a positive guest experience to the customers of the Restaurant. Licensee's employees working at the Restaurant will command wages and/or salaries sufficient to attract and retain quality and competent employees at a standard equal to those at brick and mortar Greenleaf locations in the Orange County area. Licensor can make staffing recommendations to Licensee based upon Licensor's observation of the Restaurant through quality assurance inspections, feedback from Licensee and Licensee's customers, the actual volume of the Restaurant on certain days, at particular times, and across different day parts, and Licensor's experience with staffing at its own restaurants.

6. Licensee is solely responsible for hiring, firing and establishing employment policies applicable to its employees, and understands and agrees that this Agreement does not impose any controls, or otherwise impinge, on Licensee's sole discretion to make all employment-related decisions. Licensor shall not be responsible for the acts and omissions of Licensee's employees and agents arising during the course of their employment or, as to agents, their engagement by Licensee.

H. Technology Requirements. Licensee will use commercially reasonable efforts to purchase and utilize appropriate industry-standard technology.

XIV. LICENSOR'S OPERATIONS ASSISTANCE

In addition to obligations stated elsewhere in this Agreement, Licensor shall provide the following services:

A. Continuing Consultation and Advice.

1. Licensor will periodically visit the Restaurant and for purposes of assisting Licensee and Licensee's staff with continuing training with respect to existing, new and

seasonal menu items at the Restaurant, in addition to any operational issues associated with the preparation and delivery of the products.

2. Licensor shall also provide reasonably prompt consultation and advice to Licensee in response to Licensee's inquiries about specific administrative and operating issues that Licensee brings to Licensor's attention. The Training Program shall be scheduled at a mutually-scheduled time, provided Licensee pays Licensor its then-current hourly or daily rates as set forth in the Confidential Materials.

B. Inspections. In addition to Licensor's other rights described in this Agreement, Licensee grants Licensor and its representatives, without prior notice to Licensee, reasonable access during normal business hours to the premises of the Restaurant to conduct regular quality assurance inspections of the Restaurant and Licensee's methods of operation in order to verify compliance with this Agreement. In order to enable Licensor and its representatives to conduct inspections, Licensee shall provide free of charge reasonable quantities of food and beverage products for inspection and evaluation purposes to make certain that the items conform to Licensor's then-current standards, but in no event more than two hundred and fifty dollars (\$250.00) of such product in any calendar month. Licensee shall cooperate fully with Licensor's inspections and promptly cure all deviations from Licensor's standards, specifications and operating procedures of which Licensee is notified in writing. Licensee will help facilitate the obtainment of post-security badges for up to five (5) representatives of Licensor in order to facilitate quality assurance visits and inspections under this Agreement.

XV. INSURANCE [SUBJECT TO INSURANCE REVIEW]

A. Licensee Minimum Coverage. Before the Opening Date, subject to Section XV.A.4 below, Licensee shall procure, at its own expense, and maintain in full force and effect during the Term policies of insurance in accordance with the requirements of this Agreement, including the following terms and conditions:

1. Comprehensive general liability insurance covering product liability, bodily and third party personal injury/death, personal and advertising injury, and property damage liability with minimum liability coverage of \$2,000,000 per occurrence and \$5,000,000 aggregate, combined single limit (including broad form contractual liability and products liability coverage of \$5,000,000 per occurrence).

2. Workers' compensation as required by statute and employer's liability insurance of \$2,000,000 per occurrence.

3. Licensee may satisfy the foregoing insurance requirements by means of self-insurance or through a combination of primary and excess limits.

4. Licensor shall be included as an additional insured to the extent of its interests under this Agreement on the general liability and automobile liability coverage. Licensee shall provide Licensor with certificates evidencing such insurance, including naming Licensor as an additional insured, prior to the opening of the Restaurant.

XVI. REPRESENTATIONS AND WARRANTIES

A. Of Licensee. Licensee represents and warrants to Licensor that, as of the date of this Agreement:

1. Licensee (or Mission Yogurt, Inc. and its Affiliates) has been in operation for at least five (5) years and has a net worth of at least Five Million Seven Hundred Fifty Dollars (\$5,750,000.00);

2. Licensee, any of Licensee's current directors or officers, or any current directors or officers of Licensee's parent or Affiliate has more than two (2) years of experience in the same type of business as the Restaurant, and Licensee anticipates that the sales arising from the Restaurant to be operated pursuant to this Agreement will represent no more than twenty percent (20%) of total combined sales in dollar volume of Licensee and Mission Yogurt, Inc. and its Affiliates;

3. its manager, Rod Tafoya, has had within the seven (7) years preceding the Effective Date, at least 24 months' experience being responsible for the financial and operational aspects of a business offering products or services substantially similar to those offered by the Restaurant, and Rod Tafoya is not controlled by the Licensor, and

4. execution and delivery of this Agreement do not, and the performance of Licensee's obligations hereunder will not (1) conflict with, violate, result in a breach of or constitute a default (or an event which, with notice or passage of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, any other agreement to which Licensee is party or by which Licensee, or any of its assets may be bound including, without limitation, any non-compete or confidentiality agreement; (2) violate any order, writ, injunction, decree, judgment or ruling of any court or governmental authority; or (3) violate any Applicable Law.

B. Of Licensor. Licensor represents and warrants that, as of the date of this Agreement:

1. Licensor holds the right to grant the license hereunder and to permit the lawful exercise of the rights granted without Licensee having any obligation to pay any royalties, compulsory license fees, residuals or any other payments, other than as set forth in this Agreement;

2. it has not received notice from any third party that Licensor's use of the Trademarks prior to the Effective Date infringes or misappropriates any trademark, trade name and/or other trademark or other intellectual property right or other right of any third party; and

3. execution and delivery of this Agreement do not, and the performance of Licensor's obligations hereunder will not (1) conflict with, violate, result in a breach of or constitute a default (or an event which, with notice or passage of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, any other agreement to which Licensor is party or by which Licensor, or any of its assets may be bound including, without limitation, any non-compete or confidentiality agreement; (2) violate any order, writ, injunction, decree, judgment or ruling of any court or governmental authority; or (3) violate any Applicable Law.

XVII. DEFAULT AND TERMINATION

A. Termination by Licensee.

1. Licensee may terminate this Agreement immediately upon written notice to Licensor for any reason constituting good cause, provided (i) Licensee is not in default of any material obligation under this Agreement when it serves written notice of default on Licensor, and (ii) termination is accomplished in accordance with the requirements of this Agreement.

2. Good cause means that:

a. The Airport authority has requested in writing the closure of the Restaurant; or

b. Licensor has committed a material and substantial breach of this Agreement that it has not cured within the period allowed by this Agreement. Licensee's written notice must specify with particularity the matters cited to be in default and provide Licensor with a minimum of thirty (30) days in which to cure the default. Additional time to cure must be provided as is reasonable under the circumstances if a default cannot reasonably be cured within the minimum thirty (30) day period, so long as Licensor has started its cure within the thirty (30) day period and diligently prosecutes it to completion; or

c. Licensor has become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or any state thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

d. A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency laws or statute, shall be filed against a Licensor and shall not be dismissed within thirty (30) days after the filing thereof.

Licensee's written notice of termination of this Agreement for good cause shall not entitle it to a refund of any money that Licensee has paid to Licensor or Licensor's Affiliates pursuant to this Agreement.

B. Termination by Licensor Without Opportunity to Cure.

1. Licensor may terminate this Agreement, in its discretion, effective immediately upon Licensor's delivery of written notice of termination to Licensee based upon the occurrence of any of the following events which shall be specified in Licensor's written notice, and Licensee shall have no opportunity to cure a termination based on any of the following events:

a. Should Licensee fail to use its commercially reasonable efforts to open the Restaurant to the public within ninety (90) days of the Opening Date as specified in this Agreement, unless such delays are due to events beyond Licensee's reasonable control,;

b. Should Licensee fail or refuse to pay, on or before the date payment is due, any amounts payable to Licensor under this Agreement, and should the default continue for a period of ten (10) calendar days after written notice of default is given by Licensor to Licensee;

c. Should Licensee make any unauthorized and intentional misuse, publication, duplication or disclosure of any Confidential Information or any portion of the Confidential Materials in breach of this Agreement;

d. Should Licensee fail to comply in all material respects with Applicable Law within thirty (30) calendar days after being notified of non-compliance, unless the violation involves public health and safety, in which case Licensor may terminate the Agreement upon written notice to Licensee if such health or safety condition is not remedied within seventy-two (72) hours;

e. Should Licensee intentionally infringe upon and/or misappropriate Licensor's Intellectual Property;

f. Should Licensee make any general arrangement or assignment for the benefit of creditors or become a debtor as that term is defined in 11 U.S.C. § 1101 or any successor statute, unless, in the case where a petition is filed against Licensee, Licensee obtains an order dismissing the proceeding within 60 days after the petition is filed; or should a trustee or receiver be appointed to take possession of all, or substantially all, of the assets of the Restaurant, unless possession of the assets is restored to Licensee within 60 days following the appointment; or should all, or substantially all, of the assets of the Restaurant or the franchise rights be subject to an order of attachment, execution or other judicial seizure, unless the order or seizure is discharged within 60 days following issuance;

g. Should the Lease terminate due to a breach by Licensee;

C. Termination by Licensor with Right to Cure.

1. Should Licensee fail to correct in all material respects any deficiencies noted to Licensee pursuant to an inspection of the Restaurant conducted pursuant to Section XIV above within fifteen (15) calendar days after written notice of such deficiency is given by Licensor to Licensee; provided, if such deficiency cannot reasonably be corrected in all material respects within fifteen (15) calendar days, Licensor shall allow for additional time to complete the correction provided that Licensee has commenced efforts to correct the deficiency in all material respects within the preceding fifteen (15) calendar days period

2. Should Licensee fail or refuse to submit any report or financial statement on or before the date due, and should the default continue for a period of fifteen (15) calendar days after written notice of default is given by Licensor to Licensee;

3. Should Licensee breach, or refuse to fulfill or perform, any material obligation arising under this Agreement not identified in Subsection B above, or fail or refuse to adhere to any mandatory operating procedure, specification or standard prescribed by Licensor in the Confidential Materials or otherwise communicated to Licensee, Licensor may terminate this Agreement, in its commercially reasonable discretion and election, effective at the close of business thirty (30) days after giving written notice of default to Licensee which specifies the

grounds of default, if Licensee fails to cure the default cited in the notice by the end of the thirty (30) day cure period.

4. If a default cannot reasonably be cured within thirty (30) days, Licensor shall allow for additional time to complete the cure provided that Licensee has commenced efforts to cure the default within the preceding thirty (30) days period. The length of the additional cure period, if any, allowed by Licensor shall be stated in writing signed by Licensor.

D. Effective Date of Termination or Expiration of this Agreement. For purposes of this Agreement, (i) the Effective Date of Termination is: (x) the date on which Licensee receives written notice of termination based on an event of default which this Agreement identifies as not being curable, or (y) the last day of the applicable cure period based on an event of default for which this Agreement grants Licensee the right to cure; and (ii) the Effective Date of Expiration of this Agreement is the last day of the Term.

XVIII. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

A. Licensee's Obligations. On and after the Effective Date of Termination or Expiration of this Agreement, Licensee must comply with the following duties:

1. Within fifteen (15) calendar days following the Effective Date of Termination of this Agreement, Licensee shall pay all Royalties, and other amounts owed to Licensor, including, without limitation, late charges and interest on any late payments. Royalties shall continue to be due and payable (and late charges thereon assessed) after the Effective Date of Termination or Expiration of this Agreement until the date that Licensee completes all post-termination obligations required by this Agreement. When termination is based upon Licensee's default, Licensee shall continue to provide all reports required by Licensor through the Effective Date of Termination of this Agreement or until the date that Licensee completes all post-termination or expiration obligations required by this Agreement, whichever occurs later.

2. Licensee shall permanently cease using, in any manner whatsoever, all rights and property incorporated within or associated with the System (including, without limitation, any Licensor Intellectual Property) in a manner that suggests or indicates that Licensee is or was affiliated with Licensor.

3. Licensee shall immediately cease using and, within forty-eight (48) hours after Termination of this Agreement, deliver to Licensor or destroy all copies of Confidential Materials in Licensee's possession.

4. Licensee shall keep and maintain all business records pertaining to the Restaurant for three (3) years after the Termination of this Agreement. During this period, Licensee shall reasonably permit Licensor to inspect such business records for a legitimate purpose related to this Agreement upon reasonable advance written notice.

B. Survival of Obligations. All obligations of the parties that expressly, or by their nature, survive the Termination of this Agreement shall continue in full force and effect subsequent to the Termination of this Agreement until they are satisfied or waived in accordance with this Agreement. Licensee's obligations to not disclose the Confidential Information or to misappropriate Licensor's Intellectual Property shall survive indefinitely.

XIX. ASSIGNMENT AND TRANSFER

A. Assignment by Licensor. Licensor may transfer and assign all of its rights under this Agreement to any person or business entity, provided that the assignee agrees in writing to assume Licensor's obligations under this Agreement in their entirety.

B. Assignment by Licensee. Licensee acknowledges that this license is personal in nature and has been granted to Licensee based upon its experience and qualifications with respect to high quality airport foodservice operations, in addition to the availability of one or more exemptions under federal franchise laws. Licensee may not assign, transfer or sell its interest in this Agreement (voluntarily or by operation of law) without the prior written consent of Licensor, which shall not be unreasonably withheld. A sale of a controlling equity interest in Licensee or Licensee's parent company shall be deemed to be an assignment requiring the prior written consent of Licensor for purposes of this Agreement.

XX. RELATIONSHIP OF PARTIES: INDEMNIFICATION

A. Independent Contractor. This Agreement does not create a fiduciary relationship between the parties, nor does it make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. With respect to all matters, Licensee's relationship to Licensor is as an independent contractor. Licensee understands and agrees that it is the independent owner of the Restaurant and in sole control of all aspects of its operation, and shall conduct its business using its own judgment and sole discretion, subject only to the provisions of this Agreement.

B. Indemnification. Each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns from and against any and all claims, losses, liability, costs or expenses asserted or incurred by third parties including reasonable counsel fees and expenses (hereinafter collectively referred to as "Claims") arising out of the breach of this Agreement by the Indemnitor, but only to the extent that such Claims are caused by the negligence, gross negligence or other fault of the Indemnitor, its agents, employees or contractors in the performance of its obligations under this Agreement. Notwithstanding the foregoing, Licensee shall not indemnify Licensor for Licensor's own negligence or for infringement, misappropriation or similar Claim with respect to Licensor's Intellectual Property. This provision shall survive the termination of this Agreement.

XXI. DISPUTE RESOLUTION

A. Choice of Law. If a dispute arises between the parties, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. The parties agree to participate in good faith discussions for a period of thirty (30) days. If the parties are not successful in resolving the dispute through good faith discussions, then the parties agree that the dispute shall be settled by arbitration in Orange County, California. The arbitration shall be conducted in accordance with the rules set forth in the then current rules of the American Arbitration Association ("AAA"). There will be only one arbitrator appointed, who shall be a retired or former state or federal judge in the State where the Restaurant is located. If the parties are unable to agree upon an arbitrator, the arbitration shall be conducted by AAA in accordance with the rules thereof. The arbitrator may only award damages or grant relief or other remedies that would be available in a court action. The arbitration award shall be binding upon the parties and a judgment or decree upon the award may be entered in any court having

jurisdiction over the subject matter of the controversy. The prevailing party (if any) as determined by the arbitrator shall be entitled to collect its reasonable attorney fees and costs from the non-prevailing party. The parties agree that California law shall govern the construction, interpretation, validity and enforcement of this Agreement and shall be applied in any arbitration or judicial proceeding to resolve all disputes between them, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event the federal law shall govern.

B. Injunctive Relief. Notwithstanding the provisions in SECTION XXI.A, in the event of a breach or a threatened or attempted breach of any of the provisions of this Agreement, the non-breaching party shall be entitled to the right to obtain injunctive relief, without the requirement to post bond or comparable security unless waiver of a bond is forbidden by Applicable Law.

C. Limitations Period. To the extent permitted by Applicable Law, any legal action of any kind arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any dispute resolution initiated according to SECTION XXI.A before the last day of the limitations period.

D. Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and court costs in addition to any other relief awarded by the court. As used in this Agreement, the "prevailing party" is the party who recovers greater relief in the action.

XXII. MISCELLANEOUS

A. Notices.

1. All communications required or permitted to be given to either party to the party's designated address in Exhibit E by email or overnight delivery or as subsequently changed by appropriate written notice to the other party.

2. All payments and reports required to be delivered to Licensor shall be directed to Licensor at the above address or to an electronic address or account otherwise designated by Licensor.

B. Time of the Essence. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor.

C.

D. Waiver. Any waiver granted by Licensor to Licensee excusing or reducing any obligation or restriction imposed under this Agreement shall be in writing and shall be effective upon delivery of such writing by Licensor to Licensee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing. No waiver granted by Licensor, and no action taken by Licensor, with respect to any third party shall limit

Licensor's sole discretion to take action of any kind, or not to take action, with respect to Licensee.

E. Section Headings: Language. The Section headings used in this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement. The language used in this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against Licensor or Licensee.

F. Binding on Successors. The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs and personal representatives of the parties hereto.

G. Validity; Conformity with Applicable Law. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Applicable Law, but if any provision of this Agreement shall be invalid or prohibited under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

H. Amendments. Except as expressly authorized herein, no amendment or modification of this Agreement shall have any force or effect unless executed in writing by both Licensee and Licensor.

I. Complete Agreement. This Agreement, including all exhibits attached hereto, and all agreements or documents which by the provisions of this Agreement are expressly incorporated herein or made a part hereof, sets forth the entire agreement between the parties, fully superseding any and all prior agreements or understandings between them pertaining to the subject matter hereof.

J. Limitation of Liability – No Exemplary Damages. Neither party to this Agreement shall assert against the other party any claim for exemplary or punitive damages arising out of the Licensor-Licensee relationship, the formation or performance of this Agreement, any breach of this Agreement, or the operation of the Restaurant. Provided, however, nothing in this Section shall be construed to limit either party's ability to pursue damages against the other party for other breaches of this Agreement or claims in tort, but punitive or exemplary damages will not be pursued or sought by either party under any circumstance.

K. Force Majeure. The failure of a party hereof to comply with the terms and conditions hereof because of Force Majeure shall not be deemed a breach of this Agreement provided that the performing party restrained from performing by such Force Majeure notifies the other party of the existence and nature of such condition after the first occurrence of the same.

L. Counterparts. This Agreement may be executed in two or more counterparts, by original signature, facsimile or portable document format (PDF) transmission, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR:

LICENSEE:

GRM Holdings, LLC,
a Delaware limited liability company

GREENLEAF JWA, LLC,
a Delaware limited liability company

DocuSigned by:
Jonathan Rollo
By: _____
018EA65223CE473...

Roderick J. Tazay
By: _____

Printed Name: Jonathan Rollo

Printed Name:

Title: Manager

Title:

EXHIBIT A
TRADEMARKS

(as supplemented/amended from time to time by Licensor)

LOGO:



NAME:

Greenleaf Gourmet Chopshop

EXHIBIT B

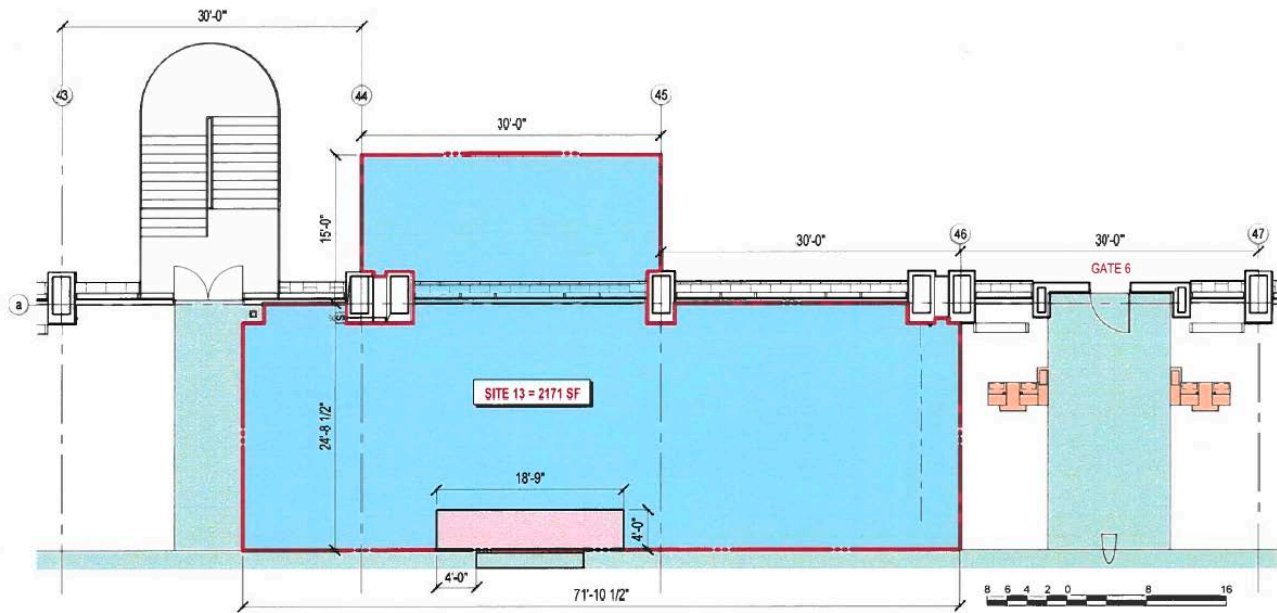
DESCRIPTION OF APPROVED LOCATION

The address of the Approved Location and space for the Restaurant is as follows:

Parcel Number: PM 1121-0350-0011

Project Name: John Wayne Airport

The Approved Location referred to in this agreement shall mean all the premises shown on floor plans on Exhibit B which is attached hereto and by reference made a part of hereof. The Approved location is located on the arrival and departure levels, and is situated within the John Wayne Airport, Thomas F. Riley Terminal Building at 18601 Airport Way, in the City of Santa Ana, County of Orange, State of California, and located on Lots 132 and 135 of Block 7 of the Irvine Subdivision, per map recorded in Book A, Page 88 of Miscellaneous Maps in the Office of the County Recorder of Orange County, together with the right of ingress and egress thereto,



SITE INFORMATION

1. Site Description:
2. Total Square Footage:
3. Power to Site:
4. Data:

Casual Dining
 2,171 SF
 Yes
 Yes

LEGEND

- SITE BOUNDARY
- CIRCULATION
- MAINTAIN ACCESS

09.05.2019

JWA - CONCESSION LEASE BOUNDARY

Site 13- Casual Dining



EXHIBIT C
TRAINING PROGRAM SCHEDULE AND SUMMARY

(to be provided by Licensor)

EXHIBIT D

APPROVED MENU AND PROPRIETARY PRODUCTS

(as supplemented/amended from time to time by Licensor)


greenleaf

kitchen & cocktails

JWA

STARTERS



Smashed Avocado Toast

marinated cherry tomatoes, california organic evoo & pink himalayan salt 9.99  *add local egg or bacon 2.5*

Paleo Chicken Fingers

baked almond crusted chicken with avocado pesto & nacho aioli 10.99  

Buffalo Cauliflower

all-natural buffalo sauce, cauliflower, blue cheese crumbles, green onions, served with vegan ranch dressing, celery & carrot sticks 10.99  


SANDWICHES

gluten-free bun available 2

Pesto Chicken Panini

avocado pesto, tomatoes, arugula, cheddar & basil pesto vinaigrette 11.99

Chipotle Chicken Panini

almond crusted chicken, cheddar, tomatos, romaine lettuce, pickled jalapeños with nacho aioli 11.99 

Turkey Melt on Pretzel Roll

all-natural turkey, cheddar, kale, onion & whole grain mustard aioli 12.59

BURGERS & FRIES

add baked sweet potato fries, garlic fries or simple salad 2.5 


Angus Burger

grass fed beef, aioli, cheddar, butter lettuce, tomato, onion & housemade pickle 13.99

Turkey Burger

organic turkey, avocado, tomato, caramelized onions, butter lettuce & pomegranate aioli 13.99

Spicy Avocado Veggie Burger


locally made 100% plant based patty, avocado pesto, tomato, arugula, nacho aioli, pickled jalapeños 13.99 

SALADS

Lemongrass Chicken

mixed greens, mango, pineapple, jicama, daikon sprouts, coconut, cashews & chili with lemongrass lychee vinaigrette 14.99 

Antioxidant Orchard

mixed greens, grapes, celery, walnuts, dried berries, apples, blue cheese, mint, red onion, cucumber & berries with pomegranate vinaigrette 13.69 *add salmon 11.21 or chicken 5.90 *

Keto Spicy Chicken Caesar


romaine, kale, tomatoes, avocado, paleo rice, parmesan crisps, vegan chipotle caesar dressing 13.99

Kitchen Sink Cobb


romaine, cherry tomatoes, egg, avocado, carrots, garbanzos, bacon, all-natural turkey, basil & blue cheese with charo's balsamic vinaigrette dressing 14.99

BOWLS



West Coast Bowl

ground turkey, farro, brown rice, quinoa, arugula, kale, ricotta salata, cucumber, tomatoes & radish sprouts with garlic herb vinaigrette 13.69 




Hollywood Bowl

chicken, kale, arugula, quinoa, golden beets, cranberries, almonds & goat cheese with balsamic vinaigrette 14.99   

LA LA Bowl

quinoa or farro with smashed avocado, beans, tomatoes, corn, kale, vegan ranch,  vegan nacho aioli 14.99  *add carnitas 4.27 shredded chicken 5.90 salmon filet 11.21*

Paleo Chicken Fajita Bowl

shredded picante chicken, mixed with peppers and onions, paleo rice, kale tossed in zesty lemon, pickled watermelon radish & vegan nacho aioli 14.99   

Impulse items: Greenleaf is available to look into additional items for impulse purchase.

protein add on options

grilled chicken breast 5.50	tinga chicken 4.50
marinated tofu 4.50	salmon filet 10.50
almond crusted chicken 5.00	carnitas 4.50
	avacado 2.25

gourmet sides

simple salad 6.59 sweet potato fries 6.50 garlic fries 6.50
paleo cauliflower rice 6.50

 contains nuts  vegan  vegetarian * lowest calorie options  gluten free  paleo

because green is good™
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BREAKFAST / BRUNCH

Paleo Power Bowl (new recipe)

citrus braised carnitas, local pasture-raised eggs, paleo rice, mushrooms, bell peppers & red onions with tomatillo salsa 12.99
sub roasted potatoes or sweet potato fries **GF** **P**

Breakfast Burrito

egg whites, turkey sausage, black bean pico, avocado pesto, cilantro & pickled peppers in a vegan gluten free tortilla 8.99 **GF**

Breakfast Sandwich

local pasture-raised egg, nitrate-free bacon, avocado pesto, tomato, arugula & garlic aioli on a brioche bun 10.99

Protein Frittata

egg whites, turkey bacon, turkey sausage, kale, mushrooms, paleo rice, broccolini, basil, tomatoes, salsa ,pico de gallo 12.99

Veggie Frittata

egg whites, broccolini, roasted mushrooms, basil, red onion, pickled peppers & balsamic reduction 12.99

KIDS MENU

Cheese Quesadilla 5.99 🍌	Crispy Chicken Bites
Grilled Cheese 5.99 🍌	almond crusted paleo 5.99 🍌
Cheeseburger 5.99	Kid's PB & J 5.99 🍌

DRINKS

Hot Drinks

Art of Tea specialty teas 3.50

Fresh Mint & Lemon Hot Tonic 6

wild honey with hint of cayenne

Lemon Ginger & Honey Cleanser 6

wild honey, fresh ginger, squeezed lemon

The Zen Sleep-Aid

lavender, honey, chamomile 6

Cold Drinks

Greenleaf Elixirs 7.50

Greenleaf Bottled Juices 9

Greenleaf Bottled Waters 2.50

Coffee

Groundworks Drip (Reg & Decaf) Reg 3 / Large 3.50

Smart Coffee with Ghee Butter & MCT Oil \$6.50

with Brain Octane, Ghee Butter & MCT Oil \$7.50

Turmeric Latte 6.00

Fresh Turmeric, Almond Milk, Agave & Cinnamon

Dairy Free Options: All drinks can be made with almond, coconut, or soy milk for no extra charge.

COCKTAILS \$12

Seasonal Margarita

nosotros tequila, seasonal fruit, lime & agave

The Bees Knees

gin, honey, lavender & bee pollen

Fig & Lemon

bourbon, house made fig jam
fresh lemon & a hint of honey, served up

Greenleaf Mule

blue ice vodka, infused with purifying activated charcoal, smoked ginger syrup & fresh lemon juice; detox while retox

Stiff & Skinny

jon's notorious fresh cucumber margarita
nosotros tequila reposado, fresh lemon & lime juice

Greenleaf Standard

uncle ed's damn good vodka, fresh cucumber & lemongrass;
de-stress with this refreshing relaxer

Skinny Margaritas

tequila reposado, fresh squeezed lime juice,
agave & orange bitters
pure spicy mezcals

WINE

Rosé

Rosé Sparkling, Amelia Brute, France 12 | 42
Rosé, Chateau Gonzollo 2017, Santa Barbara 11 | 39
Rosé, Domaines OTT 'BY.OTT, Cotes de Provence 14 | 49

White

Champagne, Pol Clement Blanc de Blanc, France 10 | 35
Pinot Grigio, Palmina 2016, Santa Barbara 10 | 35
Sauvignon Blanc, Decoy 2016, Sonoma 11 | 39
Albariño, Paco & Lola 2017, Rias Baixas 12 | 42
Chardonnay, House Pour 2017, Santa Barbara 9 | 32
Chardonnay, Chateau Gonzollo 2017, Santa Barbara 11 | 39
Chardonnay, Duckhorn 2014, Napa Valley 11 | 54

Red

Merlot, House Pour 2016, Santa Barbara 9 | 32
Syrah, Chateau Gonzollo 2014, Santa Barbara 11 | 39
Pinot Noir, Poppy 2016, Monterey 11 | 39
Syrah, Chateau Gonzollo 2017, Central Coast 12 | 42
Pinot Noir, Chateau Gonzollo 2015, Quinta Del Mar 10 | 42
Cabernet Sauvignon, Chateau Gonzollo 2014, Santa Ynez 12 | 42
Cabernet Sauvignon, Dry Creek 2016, Sonoma 16 | 56

Mimosa carafe 20

give your bubbles an upgrade

bottle champagne Pol Clemente, fresh juice 36
bottle sparkling Rosé Amelia, fresh juice 50

BEER

Greenleaf Lager 7.5 Greenleaf Blonde 7.5

Ask about today's tap selection

EXHIBIT E**ADDRESSES FOR NOTICE**

TO LICENSOR:	TO LICENSEE:
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WITH A COPY TO:	WITH A COPY TO:
Davis Wright Tremaine LLP 1300 S.W. 5 th Avenue, Suite 2400 Portland, OR 97201 Attn: Riley Lagesen, Esq. Direct Line: (503) 778-5217 Main Line: (503) 241-2300 Fax: (503) 778-5299 E-mail: rileylagesen@dwt.com	Mission Yogurt, Inc. 10943 Meade Way Westminster, CO 80439