

LICENSE AGREEMENT REGARDING USE OF PROPERTY

LICENSOR: HALLE PROPERTIES, L.L.C.

LICENSEE: SANTA'S GARDEN, INC.

This is a license agreement (the "Agreement") by and between HALLE PROPERTIES, L.L.C., an Arizona limited liability company ("Licensor") and SANTA'S GARDEN, INC., a California corporation ("Licensee") and dated effective July 16, 2024 (the "Effective Date"). Licensee and Licensor are sometimes collectively referred to herein as the "parties" and individually as a "party."

Licensee is a retail pumpkin seller. Licensee would like to use a portion of the vacant building site (i.e. that portion not covered in concrete or asphalt) that is at 777 South Beach Boulevard, La Habra, CA, (the "Location") to locate a pumpkin patch lot and sell pumpkins to the public (the "Purpose"). For and in consideration of the payment of the License Fee (defined herein) and Licensee's satisfaction and performance of the conditions and obligations of the Licensee contained in this Agreement, Licensor is willing to grant to Licensee a temporary license to use the Location for the Purpose, as herein provided.

Licensee shall not make any alterations whatsoever to the vacant lot except, at Licensee's sole cost and expense: (1) to, if needed, bring in clean base material to the pad site to erect a 60'x120' tent ("Sales Tent"), inflatable amusements and any temporary equipment needed to conduct Pumpkin Patch pursuant to permitted plans submitted to the City of La Habra, California and a temporary chain link fence; (2) use meter loop installed by local utility company for use by Licensee; and (3) have an RV on site for the duration of the term of this agreement. Prior to moving any fill on the site, or the grading of the unpaved areas of the site, Licensee will contact Joshua Kwast (480) 601-3774, who may have someone at the site to approve where the fill is to be placed and where grading may occur.

LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR, OR ANY REPRESENTATION OF LICENSOR, HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SUITABILITY OF THE LOCATIONS FOR THE PURPOSE.

The "Term" of this Agreement (the "Primary Term") shall commence September 1, 2024 and shall terminate at 12:01 am November 1, 2024.

Licensee represents that Licensee will take good care of the Property and will repair any damage (before the expiration of the Term) to the property caused by Licensee.

Licensor shall specify the specific area for the operations of Licensee. Except for the specific area covered by this License Agreement, Licensee and Licensee's employees shall not obstruct or interfere with the traffic or pedestrian flow to and from the Location. Licensee and Licensee's employee will immediately comply with any demand or request by any

representative of Licensor with respect to such matters.

Licensee, at Licensee's sole cost, shall comply with all ordinances and other laws affecting the use of the Property by Licensee and the business conducted by Licensee on the Property, including obtaining permits, if required.

Licensor shall have full control and authority over the use of parking areas, driveways, and pedestrian walkways of the Location by Licensee, Licensee's customers, and all other persons. Upon the expiration of the Term, Licensee shall remove from the Location the canopy and frame from the Sales Tent, the fence, and any materials, trash, or other items, leaving the Location and surrounding parking areas in a clean and sightly condition.

Licensee shall pay to Licensor a License Fee in the amount of Five Thousand and no/100 Dollars (\$5,000.00) on the first (1st) of each month for the Licensee to use the Location during the Primary Term of this Agreement. The License Fee is non-refundable for any reason whatsoever. Licensee shall also pay Five Thousand and no/100 Dollars (\$5,000.00) as a security deposit to be received by Licensor within five (5) business days of the Effective Date, which shall be refundable to Licensee less any expenses occurred by Licensor as a result of Licensee's breach of this Agreement.

Licensee represents that Licensee currently carries and Licensee covenants to carry and maintain effective the Effective Date and during the Term liability insurance (including contractual coverage) with a combined single limit of not less than One Million and No/100 dollars (\$1,000,000.00) per occurrence from a liability insurance with a Best rating of A-VIII or better. On or before the Effective Date, Licensee shall deliver a Certificate of Insurance showing that the Location is covered by such insurance and naming Halle Properties, L.L.C. as a named insured.

Licensee further agrees to and does hereby unconditionally and forever release and discharge Licensor from any losses or damage incurred by Licensee to property, or any bodily injury to employees of Licensee. Licensee shall fully protect, indemnify and defend Licensor and Licensor's agents, officers, and employees and hold them harmless from and against any and all claims, demands, liens, damages (actual, consequential and exemplary), causes of action and liabilities of any and every nature whatsoever, including damage to property bodily injury and death of any person, and all losses and expenses in connection therewith, including, without limitation attorneys' fees and court costs, arising in any manner, directly or indirectly out of or in connection with, or incidental to, this Agreement and the use of the Location by Licensee or any breach of or failure to comply with any of the provisions of this Agreement by Licensee. Licensee shall not cause any liens or encumbrances to affect the Location.

The Indemnity language contained herein shall survive the expiration of the Term, and/or the termination of this Agreement by either party for any reason.

LICENSEE EXPRESSLY AGREES THAT THE RELEASES AND INDEMNITIES CONTAINED HEREIN SHALL BE ENFORCEABLE REGARDLESS OF CAUSE AND EVEN IF THE NEGLIGENCE OR STRICT LIABILITY OF LICENSOR IS ALLEGED OR PROVED AS A CAUSE OF SUCH LOSS OR DAMAGE.

In the event Licensor should default in its obligations under this Agreement, Licensee may, as its exclusive remedy, terminate this Agreement, provided, however, Licensee shall not be entitled to the return of any portion of the License Fee. In the event Licensee shall default in the performance of any of the obligations of the Licensee hereunder, Licensor may have such remedies as may be available to the Licensor, at law or in equity, including the remedy of specific performance, and in addition to said remedies, Licensor may terminate this Agreement with respect to one or more or all of the Locations described herein, in which event, Licensee shall immediately remove the Sales Tent and all Products and all other materials and supplies and equipment from said Location. If Licensee fails to remove any of such property, Licensor may remove the same at Licensee's expense.

Any equipment or property of any kind or nature that remain on the property or in the possession of Licensor for three (3) days after the expiration of the Term or termination of this Agreement shall be deemed forever abandoned by Licensee; provided, however, Licensee shall remain liable for the cost of removal.


This Agreement is the final agreement between the parties hereto. This Agreement shall be interpreted under the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

This Agreement is terminable at will by Licensor.

Executed as of the date first above written.

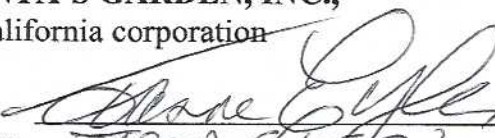
LICENSOR:

HALLE PROPERTIES, L.L.C.,
an Arizona limited liability company

By: 
Name: Sasha Zabihi
Title Agent

LICENSEE:

SANTA'S GARDEN, INC.,
a California corporation

By: 
Name: JASON AYLER
TITLE: PRESIDENT