

Outdoor Seating Area License Agreement
dated July 7, 2020

License: One North Pinckney Associates Limited Partnership (“Licensor”) grants a license to Fox and Bird, LLC d/b/a “Heritage Tavern” (“Licensee”) to use the space depicted on Exhibit A attached hereto and made a part hereof (the “Outdoor Seating Area”) as a private outdoor seating area for Licensee’s restaurant located in the premises leased under the Lease dated January 16, 2013 between Licensee as Tenant and Capitol Hill Apartments, LLC as Landlord (the “Restaurant Lease”), upon and subject to the terms and conditions set forth herein.

Term: The term of this license of the Outdoor Seating Area has commenced effective retroactively as of June 23, 2020, and shall end on October 25, 2020; provided, however, that Licensor reserves the right to revoke and terminate this License Agreement at any time prior to the expiration of the term of this license, in Licensor’s sole discretion, upon notice to Licensee.

Use: Licensee will be responsible for cleaning and maintaining the Outdoor Seating Area, including any improvements or installations that separate the Outdoor Seating Area from adjacent areas. The use of the Outdoor Seating Area shall be subject to all applicable Laws (as defined in the Restaurant Lease) and shall be subject to further modification or termination if and as required to comply with such Laws, and Licensee shall obtain, maintain in full force and effect, and comply with all necessary approvals, permits and licenses in connection with such use at all times. Licensee agrees to comply with all rules and regulations that Licensor may from time to time establish, amend or modify, for the use of the Outdoor Seating Area. At the expiration or termination of this License Agreement, Licensee shall promptly remove all of its personal property from the Outdoor Seating Area and leave the Outdoor Seating Area in as good condition as when Licensee commenced the use thereof, normal wear and tear excepted. If Licensee’s personal property is not removed when required, Licensor at its option may remove the same and store or dispose of such property without liability for loss or damage thereto, and Licensee agrees to pay to Licensor on demand any and all expenses incurred in such removal, including costs of collection, attorneys’ fees, and storage and insurance charges on such property for any length of time such property is in Licensor’s possession; or Licensor at its option, may sell all or any portion of such property, at private or public sale and without legal process, for such price or consideration as Licensor may obtain, to the extent permitted by law. Licensee acknowledges and agrees that any such disposition of Licensee’s property in the above-described manner by Licensor shall be deemed to be commercially reasonable and that no bailment is created by this License Agreement nor by Licensor’s exercise of any of its rights hereunder.

Incorporated Provisions: All of Licensee’s obligations under Article VIII of the Restaurant Lease shall apply to the Outdoor Seating Area to the same extent as though the Outdoor Seating Area were the Premises under the Restaurant Lease and Licensor under this License Agreement were Landlord under the Restaurant Lease, and such provisions of the Restaurant Lease shall be deemed incorporated herein and made a part hereof for purposes thereof. Without limiting the foregoing, Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to property (including without limitation any damage to Licensee’s business, any loss of income or other consequential damages), or injury to person in, upon or about the Outdoor Seating Area arising from any cause whatsoever, and, without limiting any other waiver contained in this License Agreement,

Licensee hereby waives all claims in respect thereof against Licensor. Nothing set forth in this paragraph shall excuse the Licensor from liability for its own reckless, negligent or willful misconduct. The provisions of this paragraph shall survive the termination of this License Agreement.

LICENSEE EXPRESSLY ACKNOWLEDGES THAT THIS LICENSE AGREEMENT AND THE LICENSE GRANTED HEREIN FOR USE OF THE OUTDOOR SEATING AREA DO NOT TRANSFER POSSESSION TO THE LICENSEE, ARE NOT INTENDED TO AND SHALL NOT BE DEEMED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATE A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF.

Notices: Notices shall be addressed and given in the manner provided in Section 13.09 (Notices) of the Restaurant Lease to Licensor, c/o Urban Land Interests, 10 East Doty Street, Suite 300, Madison, WI 53703, in the case of Licensor, and to "Tenant," in the case of Licensee, as set forth in such Section 13.09, and such provisions of the Restaurant Lease shall be deemed incorporated herein and made a part hereof for purposes thereof.

LICENSEE:

LICENSOR:

FOX AND BIRD, LLC

ONE NORTH PINCKNEY ASSOCIATES
LIMITED PARTNERSHIP

DocuSigned by:
By: Dan Fox
Name: Dan Fox
Title: Owner

By: Urban Land Investments, Inc.,
Manager

DocuSigned by:
By: Bradley A. Binkowski
Bradley A. Binkowski
President

Exhibit A

Outdoor Seating Area

