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LICENSE AGREEMENT ("License")

Date of License ("Effective Date"):	The date of the last party to sign.
Licensee Entity ("Licensee"):	City of Meridian, a Municipal corporation organized under the laws of the State of Idaho
Licensor Entity ("Licensor"):	Amazon.com Services LLC, a Delaware limited liability company
Premises Address:	2660 W Fred Smith Street, Meridian, Ada County, ID 83642
"Start Date of License":	Effective Date (the " Commencement Date ")
"End Date of License":	Ninety (90) days after the Commencement Date, or such earlier date as the Lease may otherwise expire or terminate (the " Term "). Subject to Section 3 below, the Term shall automatically renew for nine (9) periods of thirty (30) days each.
"Rent":	\$0

This License is dated as of the Effective Date and is entered into by Licensor and Licensee. Licensor is the lessee and sole occupant of the Premises (hereinafter defined) pursuant to a certain Lease Agreement dated as of February 25, 2021 (as amended, the "**Lease**"), by and between ADLER AB OWNER XI, LLC, a Delaware limited liability company ("**Landlord**"), and Licensor.

- Scope of License.** Commencing as of the Start Date of License, Licensor licenses to Licensee and Licensee licenses from Licensor the premises depicted on Exhibit A ("**Premises**"), together with the nonexclusive use of the employee parking spaces shown on Exhibit A and incorporated herein for all purposes during the Term of this License, subject to the provisions set forth in the Lease. Licensee will have no right to the use of any other parking spaces located on or about the Premises. Licensee may use the Premises, subject to Licensee's compliance with all laws and legal requirements, to provide training by and of Meridian Police Department full-time, active-duty officers and their canine units (the "**Permitted Use**"). For clarity, Licensee will not permit any person, even if employed by Licensee in any other capacity, other than full-time, active-duty officers to enter the Premises during the course of the Permitted Use. The license granted herein shall terminate automatically, and without further action by any party hereto, at 5:00 pm, Mountain Standard Time, on the End Date of License.
- Conditions of Use.** Licensee shall only engage in the Permitted Use at times mutually agreeable to Licensor and Licensee, as mutually determined and agreed upon in advance by Licensor and Licensee. At least one (1) week prior to any use by Licensee (each, a "**Use Period**"), Licensee shall submit the proposed times of access to Licensor in writing by contacting Dale Hatfield (dalehat@amazon.com) or Britta LaRiviere (larivib@amazon.com) ("**Licensor Representative**"), or such other person as shall be designated by Licensor (the "**Access Proposal**"). Such Access Proposal shall include the scope of areas within the Premises that Licensee would like to access during the Use Period. Licensee shall not enter any area of the Premises that has not been approved for access during the scope of such Use Period. Licensee shall not enter the Premises unless Licensor Representative or such other person as may be designated by Licensor Representative shall be present and grant such entry. Licensee acknowledges that it has inspected the Premises and hereby accepts the Premises for the Permitted Use in its present good and satisfactory order, condition, and repair. Licensor makes no warranty or promise as to the condition, safety, or usefulness of the Premises for the Permitted Use; and Licensee accepts the Premises for use on an "as is, where is" basis. Licensee will leave the Premises in the same condition and manner as existed at the beginning of each Use Period.
- Early Termination.** Each of Licensor and Licensee may terminate this License at any time, effective immediately upon written notice to the other party.
- Rent.** Licensee will pay Licensor the Rent set forth above to use the Premises in advance on the first (1st) day of each calendar month during the Term.
- Maintenance.** Licensee will repair any damage caused by Licensee or any of its affiliates and its and their agents, servants, directors, officers, employees, contractors, and invitees.

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6. **Alterations and Improvements.** Licensee shall have no right to make any alterations or improvements to the Premises, without the prior written consent of Licensors. Any alterations or improvements to the Premises made by Licensee shall be removed by Licensee, and the Premises shall be restored by Licensee to the condition it was in prior to such alterations or improvements, prior to the termination or expiration of the license herein at Licensee's sole cost and expense.
7. **Premises Security.** Licensors will have no responsibility for items left in the Premises. Licensors shall have no liability for any loss, damage, injury, or expense that may be incurred in connection with Licensee's use of the Premises or arising from the acts of Licensee, its employees, agents, servants, directors, officers, contractors, and invitees at the Premises.
8. **Liability.** Subject to all applicable laws, including Idaho Constitution, Art. XII, Section 4, Licensee shall reimburse Licensors for claims, actions, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of Licensee's use of the Premises or any part thereof, occasioned wholly or in part by any act or omission of Licensee, its officers, agents, contractors or employees, including but not limited to the active duty patrol officers and their canine units. If Licensee or any employee, agent or representative of Licensee, including but not limited to the active duty patrol officers and their canine units, causes any injury or damage to the Premises in any manner, Licensee shall reimburse Licensors for the cost of all necessary repairs and/or replacements.
9. **Insurance.** During the term of this License, Licensee will maintain the coverages set forth in Licensee's certificate of insurance, which Licensee certifies contains at least the following limits: general and professional liability protection coverage which shall afford, at a minimum, the following limits: (a) \$500,000 each occurrence for claims brought under the ITCA; and (b) \$3,000,000 for all other covered claims. Upon Licensee's request, Licensors shall provide a copy of said certificate of insurance.
10. **LIMITATION OF LIABILITIES.** NEITHER PARTY WILL BE LIABLE UNDER ANYCIRCUMSTANCES FOR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS) OR PUNITIVE DAMAGES.
11. **Default by Licensee.** Licensee will not be in default unless Licensors has been given notice and fails to comply with any other provision of this License within 2 days after receipt of notice, provided that where any such default cannot reasonably be cured within a 2-day period, Licensee will not be in default if Licensee commences to cure the failure within the 2-day period, and thereafter diligently pursues all reasonable efforts to complete the cure. If Licensee is in default under this License, Licensors will be entitled to pursue all rights and remedies at law or in equity under this License.
12. **Successors and Assigns.** Subject to the limitations set forth in this License, the covenants and agreements in this License will bind and inure to the benefit of Licensors, Licensee, and their respective successors and permitted assigns. Licensee may not assign this License or sublease the Premises (or any part thereof) to any affiliate or third party without Licensors's and Landlord's prior written consent.
13. **Surrender and Holdover.** Upon expiration or earlier termination of the Term, Licensee will remove Licensee's property and surrender the Premises in its then "as-is" condition, but in no worse condition than as of the Start Date of License, ordinary wear and tear and casualty excepted. Licensors may require that Licensee, upon surrender, remove any alterations or improvements made by Licensee without Licensors's consent by providing notice of which alterations or improvements Licensors requires Licensee to remove with reasonably sufficient time to complete the removal prior to expiration or earlier termination of the Term. If Licensee remains in possession of the Premises after the expiration of the Term, such possession will be month-to-month at a rate of \$25,000.
14. **Governing Law.** This License is governed by the laws of the state in which the Premises is located.
15. **Miscellaneous.** Licensors or Licensee may deliver executed signature pages by electronic means, which will be deemed to be an original. This License may be executed in any number of counterparts, each of which will be deemed an original and all of which together constitute one agreement with the same effect as if the parties signed the same page. This License is the entire agreement between the parties, and no modification of this License is binding unless it is in writing and signed by Licensee and Licensors. All notices under this License will be made by email, addressed to the email addresses on the signature page. Each party agrees that no compensation is due to any person related to this transaction. No waiver by either party of any provisions of this License is a waiver of any other provisions or of any subsequent breach. No delay on the part of either party in exercising any of its rights hereunder is a waiver of such rights.

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- 16. Jury Trial Waiver.** LICENSEE AND LICENSOR WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LICENSEE AND LICENSOR ARISING OUT OF THIS LICENSE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.
- 17. Anti-Corruption.** Licensee will not violate any applicable anti-corruption laws in performing under this License.

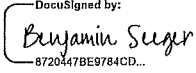
[Signature Page to Follow]

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This License is executed by the parties to be effective on the Effective Date.

LICENSOR:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By  _____
8720447BE9784CD...

Name: Benjamin Seeger

Title: Authorized Signatory

Date: May 9, 2022

Address:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: DID3 (License Agreement))
Attention: General Counsel (Real Estate (NA Ops): DID3 (License Agreement))
Attention: NA Ops Asset Management (DID3 (License Agreement))

Each with an address of:

410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com;
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: DID3 (License Agreement) and reason for the notice (e.g., default, cease & desist, bribery or anti-corruption)

LICENSEE:

CITY OF MERIDIAN,
a Municipal corporation organized under the laws of the State of Idaho

By _____
Name: _____
Title: _____
Date: _____

Address:

City of Meridian
33 E Broadway Ave. Suite 306
Meridian, Idaho 83642
Attn: Meridian Police Department
Email: ekane@meridiancity.org



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EXHIBIT A

