

SIGNAGE AGREEMENT

This License Agreement ("Agreement") is made as of 2/4/2019 by and between the parties identified in Section I as "Licensor" and "Licensee" upon the terms and conditions hereinafter set forth

WHEREAS, Licensor and Licensee have entered into a certain lease dated June 20, 2014 ("Lease"), wherein Licensor leased to Licensee (identified as Landlord and Tenant, respectively, in said Lease) premises ("Premises") in the American Way, in MEMPHIS, TN ("Shopping Center"), and

WHEREAS, Licensor and Licensee desire to establish terms and conditions upon which Licensee shall be allowed to use a portion of the property for Other Temp Signage: 2 flags identified as such on Exhibit "A" attached hereto and made a part hereof ("Site Plan").

WITNESSETH

In consideration of the payments of the charges and fees provided for herein and the covenants and conditions hereafter set forth, Licensor and Licensee hereby covenant and agree as follows:

1. Fundamental Provisions:

<p>A. Parties. "Licensor" Name and address: DDR-SAU MEMPHIS AMERICAN WAY, L.L.C., 3300 Enterprise Parkway, Beachwood, OH 44122 "Licensee" Name and address: TAX SERVICES OF AMERICA INC, 501 N CATTLEMEN RD STE 300, SARASOTA, FL 34232 DBA JACKSON-HEWITT</p>											
<p>B. Premises. Shopping Center: American Way Site Code: 30343 Address: 4075 AMERICAN WAY, MEMPHIS, TN 38118 Description: Other Temp Signage: 2 flags ("Licensee's Signage" and further identified on Exhibit A). Licensor hereby grants to Licensee, a license to occupy and use, subject to all terms and conditions as set forth herein, the Premises as identified on Exhibit A, attached hereto. Licensor has the right to relocate Licensee to another mutually agreeable location within the Shopping Center at any time. In the event an alternative location is not available, this Agreement shall terminate and neither party shall have any further liability to the other party.</p>											
<p>C. Term, Commencement Date: December 1, 2018 The License Term of this Agreement shall terminate upon the expiration of the Lease, including any properly exercised renewal options; provided, however that Licensor shall have and hereby reserves the right at any time at Licensor's sole discretion to terminate this Agreement and Licensee's use of Land at any time upon fifteen (15) days prior written notice to Licensee ("Licensor's Sign Termination Notice"). Licensee agrees, at its sole expense, to remove signage within thirty (30) days after receipt of Licensor's Sign Termination Notice, and to repair any damage suffered to Licensor's Property as a result of the removal of Licensee's Signage. In the event Licensee fails to remove Licensee's Advertising Panel(s) within thirty (30) days after receipt of Licensor's Termination Notice, or within ten (10) days after the expiration or earlier termination of the Lease, Licensor shall have the right to remove Licensee's Advertising Panel(s) at Licensee's expense and dispose of said sign, and Licensee shall reimburse Licensor upon demand for all costs incurred by Licensor in removing and disposing of Licensee's Signage. If Licensee fails to repair any damage caused by the removal of Licensee's Advertising Panel(s), Licensee shall pay the cost thereof to Licensor within fifteen (15) days of Licensor's written demand, together with the sum of fifteen percent (15%) of said costs for overhead. Upon removal of Licensee's Signage Panel(s) from Licensor's Property, Licensee shall install blank panel(s) in the location(s) previously occupied by Licensee's Signage. Licensee's obligations set forth in this Paragraph 3 shall survive the termination of this Agreement and the Lease.</p>											
<p>D. Permitted Use. Other Temp Signage: 2 flags at the Shopping Center. Licensee shall use the Premises solely for the Permitted Use described above and for no other purpose unless agreed to in writing by the Licensor.</p>											
<p>E. Fees and Payment Schedule [Section 4]</p> <table border="1"> <thead> <tr> <th>Name</th> <th>GL/Bill Code</th> <th>Per Month</th> <th>Payment Schedule</th> </tr> </thead> <tbody> <tr> <td>Rent-Miscellaneous - Other Temp Signage</td> <td>455210-OTS</td> <td>\$30.00</td> <td>Due December 1, 2018 and on the 1st day of each month thereafter</td> </tr> </tbody> </table>				Name	GL/Bill Code	Per Month	Payment Schedule	Rent-Miscellaneous - Other Temp Signage	455210-OTS	\$30.00	Due December 1, 2018 and on the 1st day of each month thereafter
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Rent-Miscellaneous - Other Temp Signage	455210-OTS	\$30.00	Due December 1, 2018 and on the 1st day of each month thereafter								
<p>Any payments to Licensor required under this Agreement are to be delivered to DDR-SAU MEMPHIS AMERICAN WAY, L.L.C., c/o SITE Centers Temporary Leasing Department, PO BOX 83400, CHICAGO, IL 60680-3400, or to such other address as Licensor may designate by written notice. The License Fee described herein shall escalate by three (3) percent on the first day of each twelve (12) month period during the License Term. Licensee agrees that the rents reserved and payable hereunder shall constitute additional rent under the Lease, and that any failure by Licensee to pay such sums to Licensor when due, or failure to perform any of its other obligations under this Agreement, shall constitute a default under this Agreement and the Lease. In the event of any such default, in addition to any other remedies to which Licensor is entitled under the Lease, Licensor shall have the right to terminate this Agreement upon ten (10) days notice to Licensee. If Licensee shall fail to pay, when the same is due and payable, any amount or charge to be paid to Licensor by Licensee as provided in this Agreement, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum. In the event such rate is prohibited by law, any unpaid amounts shall bear interest at the maximum rate permitted by law. Please note that if you intend to pay the monthly signage fee with your monthly inline rent, there will NOT be an additional line item for "signage" fee added to your current inline rent invoice. Please include the additional rent and note this additional amount as a signage fee on the check.</p>											
<p>F. Notes. (i) Licensee shall not advertise any direct competitors of the shopping center tenants, Licensor has final approval and at the request of the Licensor, Licensee shall remove any such advertising with seventy-two (72) hours.</p>											

IN WITNESS WHEREOF, the parties hereunto set their hands on the date(s) set forth below.

Licensor:
 DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.

Licensee:
 TAX SERVICES OF AMERICA INC, DBA: JACKSON-HEWITT

By: [Signature]
 Printed Name: Nicole Heasley
 Title: Specialty Leasing Associate
 Date: 2/4/2019

By: [Signature]
 Printed Name: Jay C Benz
 Title: VP Development
 Date: 2/1/19
 Phone: _____
 Email: _____
 Amt Pd. \$ _____
 Lease ID _____

Check #

77996



2. Licensee shall not install Licensee's Advertising Panel(s) until plans and specifications for the sign have been approved in writing by Licensor. Licensee shall submit sign shop drawings for Licensee's Signage to Licensor within ten (10) days after the date of this agreement. Licensee shall, at Licensee's expense, perform all work and supply all installations necessary to install Licensee's Signage in accordance with the plans and specifications approved by Licensor, including electricity, within thirty (30) days after receipt of notice of Licensor's approval of said plans and specifications. No changes to Licensee's Signage plans and specifications will be made without the consent of Licensor.
3. Licensee shall permit no mechanic's or material men's liens against the Shopping Center due to the installation, maintenance, repair or removal of Licensee's Signage, and agrees to indemnify and hold Licensor harmless from and against any such lien. In the event Licensee fails to discharge any such lien within thirty (30) days after receipt of written notice from Licensor, Licensor shall have the right to pay the amount of such lien to the lien holder. Any amounts so paid shall become due and owing to Licensor as additional rent under the Lease, and shall be paid to Licensor within ten (10) days after Licensee's receipt of written notice from Licensor. If the amounts due to Licensor are not paid within ten (10) days, interest will accrue at the rate of fifteen percent (15%) monthly on the amount due, beginning on the date of Licensor's original written notice.
4. Licensee shall and does hereby agree to indemnify, defend and hold Licensor harmless from and against any and all loss, cost, expense, liability, causes of action, actions, claims and demands (including the cost of defending against the foregoing and including, without limitation, attorney's fees), resulting or occurring directly or indirectly, from Licensee's Advertising panel(s).
5. Licensee shall at all times maintain at its own cost and expense commercial general liability insurance covering the Licensee's Advertising Panel(s) and Licensee's use thereof, in companies and in a form satisfactory to Licensor, with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injury, death or property damage as a result of any occurrence. Licensee's insurance shall also name Licensor as an insured and shall include an endorsement that Licensor shall be notified at least ten (10) days in advance of any modification or cancellation of Licensee's insurance. Licensee shall deposit with Licensor a certificate of its insurance upon execution of this Agreement.
6. This Agreement to construct and manage advertising signage is personal to, and for the sole benefit of Licensee, and shall not be transferable to any third party, including without limitation to any assignee of Licensee's rights under the Lease or any sublessee of the Premises, without the express prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. Licensee agrees that any such attempted assignment or transfer shall be null and void.
7. **Rental Taxes.** If any governmental taxing authority shall levy, assess, or impose any tax, excise or assessment upon or against the fees payable by Licensee to Licensor ("Rent Tax"), either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Licensee shall directly pay, or reimburse Licensor for, the Rent Tax, as the case may be.
8. Any notices required hereunder shall be given in accordance with the notice provisions of the Lease.
9. This Agreement shall inure to the benefit and be binding upon the parties hereto and their successors, heirs, personal representatives and assigns.