



Agenda Item # C - 9

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

APPROVAL OF A SPECIAL EVENT PERMIT FOR DENTIST OF PALM BEACH TO HOLD A “GRAND OPENING EVENT AND RIBBON CUTTING CEREMONY” LOCATED AT 11151 SOUTHERN BOULEVARD WITHIN THE SOUTHERN PALMS CROSSING SHOPPING PLAZA ON SATURDAY, DECEMBER 14, 2019 FROM 11:00 A.M. UNTIL 3:00 P.M.; BY SHAWN ROBITALLE.

Issue:

The request is for a special event permit in order to hold a “Grand Opening Event and Ribbon Cutting Ceremony” at the Dentist of Palm Beach located at 11151 Southern Boulevard. The event will take place on Saturday, December 14th, 2019 from 11:00 a.m. until 3:00 p.m. Staff has reviewed this application and determined that the proposed event will not adversely affect the immediate area.

Recommended Action:

Approval of Special Event Permit, subject to the attached conditions (Exhibit A).

Initiator:	Village Manager	Agenda	Village Council
Director of	Approval	Date	Action
Planning & Zoning			11/21/2019

EXHIBIT A

1. The event may only occur on December 14, 2019 from 11:00 a.m. until 3:00 p.m.
2. Any tents used shall be flame resistant.
3. A Business Tax Receipt is required and permits must be obtained for all temporary electrical services, generators or temporary power poles and must be inspected prior to commencement of sales.
4. All electrical circuits shall be GFI protected.
5. Signage shall be set back at least 10 feet from the property line and shall not interfere with sight lines along public roadways and shall conform to the requirements of Sec. 20-71 of the Village Code of Ordinances.
6. Adequate trash receptacles shall be provided for any debris, which may accumulate on site.

A FULLY COMPLETED APPLICATION MUST BE SUBMITTED TO THE VILLAGE CLERK 30 DAYS IN ADVANCE OF THE EVENT. FAILURE TO SUBMIT A COMPLETE APPLICATION MAY RESULT IN REJECTION OF THE APPLICATION.

VILLAGE OF ROYAL PALM BEACH
SPECIAL EVENTS PERMIT APPLICATION

RECEIVED BY:
Village of Royal Palm Beach

NOV 05 2019

Time _____

DATE: 10/22/19

I/We Shawn Robitaille

(Name of applicant)

of 11151 Southern Blvd., STE 110, Royal Palm Beach, FL 33411

(Mailing address)

Name and phone number of contact person Shawn Robitaille-561-246-6371

Email address: shawn.robitaille@pacden.com

on behalf of Dentists of Royal Palm

(Name of person, corporation, organization, etc.)

hereby request a Special Events Permit from the Village of Royal Palm Beach in order to:
host our Grand Opening Celebration and Ribbon Cutting Ceremony

In support of such application, I submit the following information:

1. Proposed location: Parking lot around our building located in
Southern Palms Crossing adjacent to BB&T Bank

(Owner's written consent and affidavit of responsibility is attached.)

2. Proposed date, time of commencement and duration of event:
December 14th, 11:00-3:00pm hoping for approx. 200 people in
attendance

3. Approximate number of participants expected: 200±

4. Insurance company and policy number: CNA - Columbia Casualty Co.
DPA 0653165231

(Copy of Certificate of Insurance showing general liability & property damage coverage is attached.)

5. Will state, municipal or county controlled property be involved? Yes _____ No **X**_____.

If yes, please describe: Event will be held entirely in the Southern Palms Crossing development

(State, municipal or county permit or written consent, if applicable, to utilize the above property is attached.)

6. How will this proposed event impact municipal traffic control, fire/rescue operations and/or utilities? It will be held within the confines of our parking lot.

It will not have any impact on traffic of fire/rescue operations.

Proposed impact mitigation plan: n/a

7. Are animals involved in this event? Yes **X** _____ No _____ *Potential Pony Rides*

If yes, all certificates required by Chapter 5 of the Village Code of Ordinances must be attached hereto prior to the issuance of this permit.

8. What toilet facilities will be provided for use by event participants and the public?

Our own facilities

9. Site plan for proposed location of special event showing layout of all facilities, including parking and signage, is attached hereto along with a fully executed hold harmless agreement as required by Section 16-12A.2 of the Village Code of Ordinances.

10. Please address the following items:

A. How will you assure that the proposed special event will have no adverse vehicular or pedestrian traffic impacts which cannot be prevented by the imposition of conditions?

Our parking lot will be roped off for the event. Parking will be available anywhere else in the Southern Palms Crossing parking areas. There is ample parking available in the complex.

B. How will you assure that the proposed special event will have no adverse impacts on adjacent properties and will not be detrimental to their use and peaceful enjoyment of their property?

There is ample parking in the complex for the additional vehicles. Additional people in the complex will only increase the revenue potential on this day.

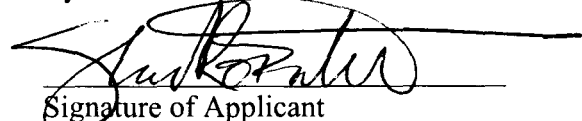
C. How will you assure that the proposed special event will not cause objectionable noise, vibrations, fumes, odors, glare or physical activity which cannot be prevented by the imposition of conditions?

We will have a DJ but will ensure that the noise level is consistent with rules and regulations of the property and the city.

D. How is the proposed special event compatible with the character of the location for which it is proposed?

We are planning a family friendly celebration to welcome the people of Royal Palm to our brand new facility. We plan to have children's games, activities and potential pony rides, vendors, raffles, food and fun for all.

I affirm that all facts set forth herein are true and correct and understand that the Village of Royal Palm Beach may impose reasonable conditions upon the Special Event Permit in order to reduce adverse impacts and to protect the health, safety and welfare of all.



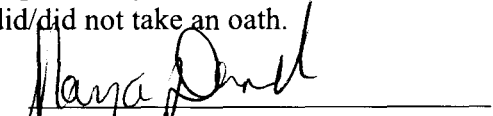
Signature of Applicant

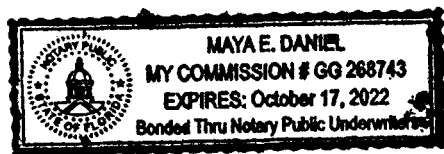
Shawn Robitaille, Manager

Print name and office held, if applicable

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 day of NOV, 2019, by Shawn Robitaille, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.


NOTARY PUBLIC
STATE OF FLORIDA
(Seal)



VILLAGE OF ROYAL PALM BEACH, FLORIDA
OWNER'S AFFIDAVIT OF CONSENT AND RESPONSIBILITY
DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

DATE: October 31, 2019

APPLICATION FOR: Special Events Permit X OR Seasonal Vendor Permit _____

PROPOSED LOCATION FOR SPECIAL EVENT OR TEMPORARY SALE:

11151 Southern Blvd. STE 110
Royal Palm Beach. FL 33411

I/We, InvenTrust Property Management, LLC, own the property referenced above and hereby grant my/our consent for Pacific Dental Services to utilize the property for Community Family Fun Event acknowledging that I/we will be responsible for the activities conducted thereon.

Affiant

~~ILLINOIS~~
~~STATE OF FLORIDA~~
COUNTY OF ~~PALM BEACH~~ DUPAGE

IVT Southern Royal Palm Beach, LLC, a Delaware limited liability company
By: IVT OP Limited Partnership, a Delaware limited partnership, its sole member
By: IVT OP GP, LLC, a Delaware limited liability company, its general partner
By: InvenTrust Properties Corp., a Maryland corporation, its sole member
By: [Signature]
Name: Christy David
Title: EVP, General Counsel & Secretary

The foregoing instrument was acknowledged before me this 1ST day of NOVEMBER, 2019 by CHRISTY L. MVM and _____, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

[Signature]
Notary Public
State of Florida ILLINOIS

(Seal)



HOLD HARMLESS AGREEMENT FOR APPLICANT

The undersigned hereby requests a Special Events/Seasonal Vendor permit (circle one) from the Village of Royal Palm Beach, Florida ("Village").

NOW, THEREFORE, for and in consideration of the issuance of the permit by the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we agree as follows:

1. I/we hereby agree to abide by all regulations set forth in the VILLAGE OF ROYAL PALM BEACH Code of Ordinances and all other laws.

2. I/we hereby agree that I/we will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuit, settlements, damages, costs and expenses, including attorneys' fees, suffered or incurred by the Village and arising out of or in connection with the Special Event, Temporary Sale, or Seasonal Vending conducted.

Executed this 22nd day of October, 2019.

WITNESSES:

Lina Puerta
Signature

Lina Puerta
Printed Name

Alyssa Gonzalez-Cabanas
Signature

Alyssa Gonzalez-Cabanas
Printed Name

Shawn Robitaille
Applicant

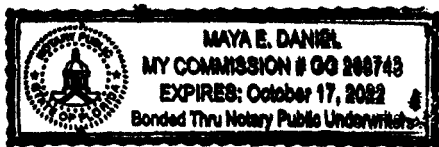
Shawn Robitaille, Manager
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 day of November, 2019 by Shawn Robitaille, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

Maya Daniel
Notary Public

State of Florida
(Seal)



HOLD HARMLESS AGREEMENT FOR OWNER OF PROPERTY
(IF DIFFERENT FROM APPLICANT)

DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

The undersigned is the owner of the real property to be utilized for the proposed Special Event or Temporary Sale. The undersigned has granted the Applicant permission to apply for a Special Events/Seasonal Vendor permit (circle one) from the Village of Royal Palm Beach, Florida ("Village"), to use the undersigned's property for this purpose, and acknowledges responsibility (owner's affidavit is attached hereto).

NOW, THEREFORE, for and in consideration of the issuance of the permit by the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we agree as follows:

1. I/we hereby agree to abide by all regulations set forth in the VILLAGE OF ROYAL PALM BEACH Code of Ordinances and all other laws.

2. I/we hereby agree that I/we will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuit, settlements, damages, costs and expenses, including attorneys' fees, suffered or incurred by the Village and arising out of or in connection with the Special Event or Seasonal Vending conducted.

Executed this 31st day of October, 2019.

WITNESSES:

Maureen E. Sharpe
Signature
Maureen E. Sharpe
Printed Name
Warren Jones
Signature

Printed Name
STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~PALM BEACH~~ DUPAGE

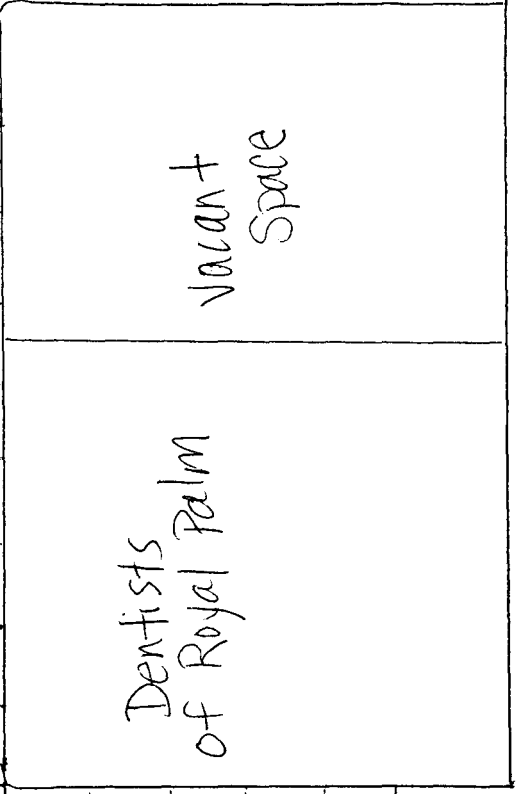
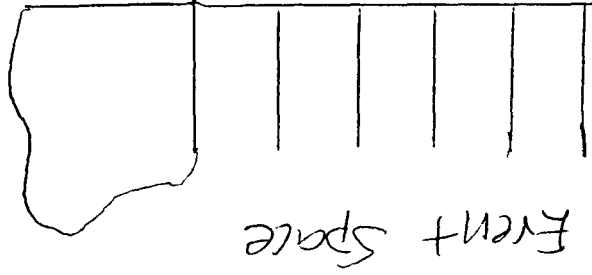
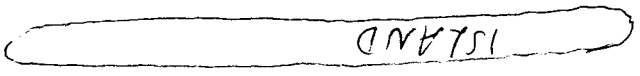
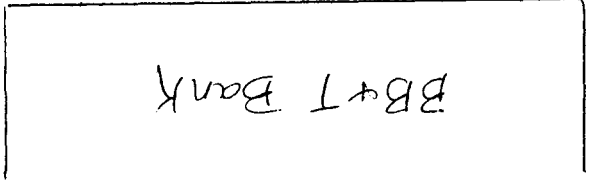
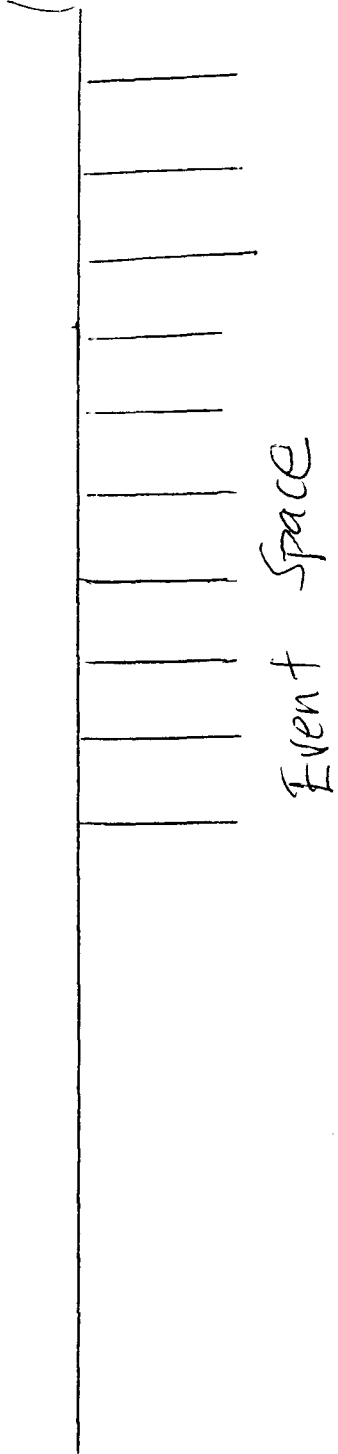
IVT Southern Royal Palm Beach, LLC, a Delaware limited liability company
By: IVT OP Limited Partnership, a Delaware limited partnership, its sole member
By: IVT OP GP, LLC, a Delaware limited liability company, its general partner
By: InvenTrust Properties Corp., a Maryland corporation, its sole member
By: Christy L. David
Name: Christy David
Title: EVP, General Counsel & Secretary

The foregoing instrument was acknowledged before me this 1ST day of NOVEMBER, 2019 by CHRISTY L. DAVID, who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

Julia K. Ceithaml
Notary Public
State of Florida ILLINOIS
(Seal)



Restaurant Space	DON RAMON	Rita's Italian ICE	SPRINT	MOON THAI
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LICENSE FOR EVENT

This License for Event ("License") is entered into by the undersigned parties on this 28TH day of OCTOBER, 2019. In consideration of the mutual promises and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ABSTRACT

LICENSOR:

IVT Southern Royal Palm Beach, LLC
c/o InvenTrust Property Management, LLC
3025 Highland Parkway, Ste. 350
Downers Grove, IL 60515
Attn: Hanna Moser -
Phone: (630) 570-0700

LICENSOR'S PROPERTY MANAGER:

InvenTrust Property Management, LLC,
a Delaware limited liability company

LICENSEE:

Company Name: Pacific Dental Services
Street Address: 11151 Southern Blvd
City, State & Zip: Royal Palm Beach, FL 33411
Attn: Shawn Robitaille
Phone: 561-246-6371
E-mail: shawn.robitaille@pacden.com

PROPERTY:

Property Name: Southern Palm Crossing
Street Address: 11081 Southern Blvd
City, State & Zip: Royal Palm Beach, FL 33411

LICENSED AREA AND EVENT:

Non-exclusive license to use only that portion of the Property in the location outlined on Exhibit "A" ("Licensed Area") for the following described event: COMMUNITY FAMILY FUN EVENT and for no other purposes whatsoever ("Event").

TRADE NAME: Pacific Dental Services

TERM:

From December 14, 2019 through December 14, 2019 (including set-up and breakdown).

TERMS AND CONDITIONS

1. APPROVALS & COMPLIANCE. Licensee shall be solely responsible for obtaining all required licenses, approvals and permits for the operation of the Event at the Licensed Area at its sole cost and expense. Licensee shall, at its sole cost and obligation, comply with all zoning laws and ordinances, and all other laws, agreements and ordinances governing the conduct and operation of the Property and/or the Event and all declarations, covenants, restrictions and rules and regulations affecting the Property.

2. OPERATIONS, UTILITIES & REPAIRS. Licensee agrees that it will promptly pay all expenses associated with this License for the Event when due and will hold Licensor harmless from any loss or damages including consequential damages arising from the failure of the Licensee to do so. All utilities will be provided by Licensor at Licensee's sole cost and expense and in accordance with all laws, ordinances and regulations. Licensee shall: (a) procure a locksmith to change the locks, (b) not cause or permit any hazardous substance to be brought upon, kept, stored or used in or about the Licensed Area or the Property; (c) not be entitled to perform any work to the Licensed Area or the Property; (d) not permit any lien to be filed against the Licensed Area or the Property; (e) be liable for the cost of any repairs required to the Licensed Area or the Property resulting from the operation of the Event and removal of any equipment, personal property, fixtures and signs and if not done, Licensor may cause any such repairs to be made and charge the cost of the same to Licensee; (f) if applicable, secure or anchor all tents by using non-invasive means such as sandbags or barrels and restore the pavement to substantially its original condition; and (g) furnish Licensor within 10 days at the end of each month during the Term a complete written statement, certified by Licensee as true and correct, of Licensee's gross sales during the prior month intentionally deleted if N/A.

3. INTENTIONALLY DELETED.

4. SIGNS. Licensee shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the Licensed Area or the Property without first obtaining Licensor's written approval thereof. All signage must be professionally printed. Licensee further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved in good condition and repair at all times, and. All signs shall, at Licensee's cost: (a) comply with applicable laws, codes, ordinances, rules and regulations; (b) be maintained by Licensee in good condition and repair and (b) be removed by Licensee upon the termination of this License and Licensee shall repair all damage to the Licensed Area and Property that is caused by the installation, maintenance or removal of such signs, lettering, etc.

5. RELOCATION OR TERMINATION BY LICENSOR. Licensor shall have the right to: (a) relocate the Licensed Area to another location on the Property; or (b) terminate this License at any time and for any reason. In addition to the right to terminate as provided herein, in the event of a default by Licensee, Licensor shall have all rights and remedies as provided by law and equity and shall be entitled to recover its costs, including attorneys' fees incurred to pursue such remedies. The indemnity provisions of the Indemnification and Hold Harmless section below will remain in full force and effect and will survive any expiration or termination of this License by lapse of time or otherwise.

6. **QUIET ENJOYMENT.** The Event will be conducted by Licensee in such manner as not to interfere with Licensor's use of the Property or with any adjoining or neighboring landowner's use of their property. Licensee shall conduct itself and control its agents, members, employees, contractors, invitees, and customers in such manner so as not to create any nuisance, or interfere with, annoy or disturb any use of the Property by the Licensor, any other permitted user, occupant, tenant or invitee of the Property.

7. **INSURANCE.** Licensee agrees to obtain and carry at all times during the Term, and holdover thereof, and prior thereto if there will be any set-up, at its sole cost and expense, insurance against loss or damage due to persons injured or property damaged, lost or stolen as a result of, directly or indirectly, the conduct or the operation of the Licensee, its agents, members, employees, contractors, invitees, and customers at the Property. The insurance must be acceptable to Licensor in its sole discretion. The types of insurance required at all times of the Licensee, by the Licensor, is as follows: (A) Commercial General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) General Aggregate Limit of Liability for Bodily Injury and Property Damage, which shall be on a primary and non-contributory basis with Licensor and Licensor's property manager named as additional insured hereunder; these limits can be satisfied by the combination of the Primary Commercial General Liability and an Umbrella Policy; (B) If Licensee uses vehicles in its business at the Property, Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned, hired, and leased automobiles/vehicles with limits of liability of not less than One Million Dollars (\$1,000,000) per accident; (C) Statutory Worker's Compensation Insurance that is in compliance with applicable statutory requirements; (D) Employer's Liability coverage in amounts not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, Five Hundred Thousand Dollars (\$500,000) per employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) aggregate for bodily injury by disease covering all employees, agents and contractors of Licensee performing work in, on or with respect to the Licensed Area; and (E) Dram Shop or Liquor Legal Liability Insurance, in the event that beer, wines, or other alcoholic liquors or beverages are sold or given away in any manner.

A Certificate of Insurance ("COI") evidencing such insurance (and the policies if requested by the Licensor) shall be provided to Licensor prior to Licensee commencing any activities on the Licensed Area. The insurance requirements herein are in addition to, and not in satisfaction of, all other rights or causes of action that Licensor may have, and such insurance will be primary and non-contributory with any other insurance available to Licensor, and shall be indicated as such in the description of operations on such COI. Licensee agrees that all property ("Licensee's Property") owned, used or placed by it, or its employees or agents, in, on, or about the Licensed Area or Property shall be at the sole risk and hazard of Licensee. Licensor shall not, regardless of fault, be liable or responsible for any loss of or damage to Licensee's Property.

8. **INDEMNIFICATION AND HOLD HARMLESS.** Licensee covenants and agrees that it will save, defend, indemnify and hold Licensor, and its property manager, and all of their members, managers, shareholders, directors, officers, agents, partners, employees and affiliated companies and all of their respective successors and assigns ("Indemnified Parties") harmless from any and all loss, including consequential damages, claims, liability claims, judgments, awards, liens, settlements, causes of action, damages, injury and expenses (including attorneys' fees) of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly, (i) any failure of Licensee to perform any of the Licensee's obligations herein set forth or (ii) the use of this License. This indemnification will survive the expiration or termination of this License by lapse of time or otherwise.

9. **DUTIES UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this License, whether by lapse of time or otherwise, Licensee will immediately clean up all debris and restore the Licensed Area to broom-clean condition and to the condition it was in before Licensee had possession of the Licensed Area. The Security Deposit, if any, shall be returned to Licensee at the end of the term of this License, upon surrender of the Licensed Area as required hereunder to Licensor, provided that Licensee has paid all charges required by this License and is not in default of any provision of this License.

10. **HOLDING OVER.** Any holding over after the expiration of the Term of this License or Licensee's right to possession of the Licensed Area, without the consent of Licensor, shall be construed to be a trespass. Licensor reserves the right to permit such holdover and charge the per diem Holdover Fee for any holding over at the rate set forth in the Abstract. Such holding over by Licensee, and Licensor's collection of any Holdover Fee therefor, shall not serve as permission for Licensee's continued occupancy of the Licensed Area nor serve to extend the Term. Licensee shall also indemnify, defend and hold Licensor harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Licensee's holding over. In addition to any rights at law or in equity, Licensor shall have the right to evict Licensee and regain possession of the Licensed Area at any time.

11. **BREACH BY LICENSEE.** If Licensee breaches any provision in this License, in addition to any other right or remedy available at law or in equity, Licensor shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Licensor for the cost thereof upon demand, including attorney fees and court costs, together with interest accruing thereon at an annual rate of interest equal to fifteen percent (15%) per annum from and after the date of Licensor's demand therefor until Licensor's receipt of full payment therefor. Any uncured breach will also permit Licensor to terminate this License. In addition, Licensor may apply the Security Deposit and Utility Deposit, if any, to damages arising from said breach. In no event shall the Security Deposit or Utility Deposit be construed as liquidated damages.

12. **GENERAL PROVISIONS.** It is understood and agreed that this License is being entered into at the request of and as an accommodation to Licensee. Licensee hereby releases Licensor from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor based on theft of, or vandalism or damage to, Licensee's personal property and/or sale items by anyone other than Licensor and any injury to the members, invitees, or guests of Licensee are hereby waived by Licensee. The rights and privileges herein granted shall not be exclusive to Licensee and Licensor shall be entitled to give other parties rights, licenses and privileges in such businesses which may be or become competitive with Licensee as and when Licensor shall deem proper. Time is of the essence of this License and of all of the terms and provisions thereof. The parties stipulate, anything herein to the contrary notwithstanding, that the Licensee shall be considered only as the holder of a License in the manner provided herein, and in no event shall the Licensee be deemed to be the holder of an easement or holder of any other interest in the Licensed Area or the Property. This License shall not be recorded against the Property or any portion thereof. The License herein contained shall not be assignable or transferable in any manner by the Licensee without the express written approval of Licensor, which may be withheld by Licensor in its sole discretion. Licensor may freely transfer or assign its interest in the License and/or ownership in the Property.

This License shall be: (a) construed in accordance with the laws of the state in which the Property is located; (b) binding upon the respective successors and permitted assigns of the parties hereto. In no event will Licensor and Licensee be deemed to be partners, joint ventures or otherwise in business together; (c) altered, amended or repealed, in whole or in part, only on the written consent of both parties.

If any term, condition or provision of this License shall be declared invalid or unenforceable, the remainder of this License, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

This License may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument. Signatures transmitted electronically by DocuSign or similar e-signature service, by facsimile or by email in a "PDF" format shall have the same force and effect as original signature in this License.

All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served if delivered by e-mail or in person to the party to whom it is addressed on the day of service if by personal delivery, on the next business day after being deposited with an overnight carrier service, or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above.

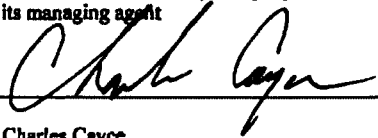
13. SPECIAL PROVISIONS. Licensee shall pay to Licensor any and all excise, privilege, sales, rental and other taxes, levied or assessed by any governmental authority upon or measured by the rent reserved to Licensor under the provisions of this License. Licensee shall promptly pay the amount of any tax imposed on the sale of any of Licensee's items, if any.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized corporate officers as of the date first above written.

LICENSOR:

IVT Southern Royal Palm Beach, LLC

By: InvenTrust Property Management, LLC,
a Delaware limited liability company,
as its managing agent

By: 

Name: Charles Cayce

Its: Regional Vice President, PM

Date: 10/28/2019

LICENSEE:

Pacific Dental Services

By: 

Name: Haven Zamora

Its: Regional Manager

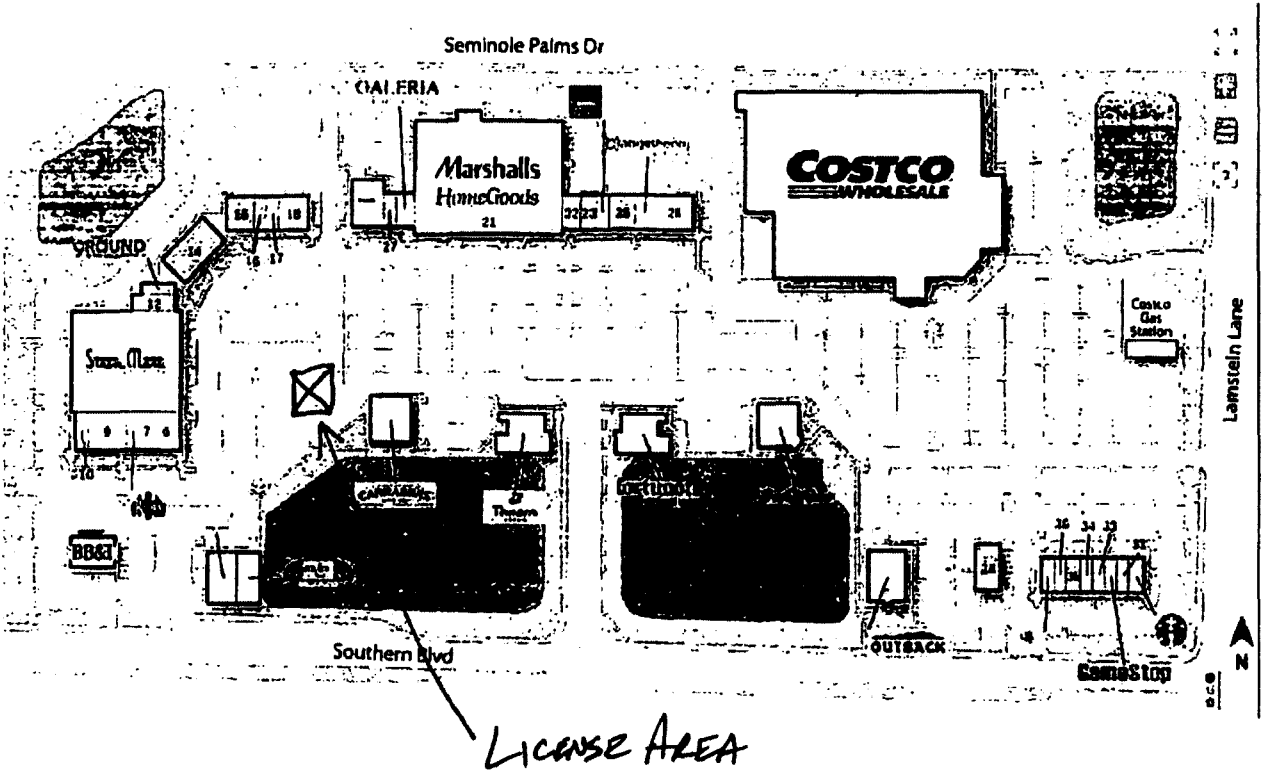
Date: 10-28-2019

EXHIBIT A

LICENSED AREA

This site plan is presented solely for the purpose of identifying the approximate location and size of the Licensed Area. The size or configuration of the Property, shopping center, building sizes, site dimensions, access and parking areas, existing tenant locations, uses and identities are subject to change at Licensor's discretion.

The Licensed Area is identified in the Site Plan by Exhibit A



LICENSE FOR EVENT

This License for Event ("License") is entered into by the undersigned parties on this 28TH day of OCTOBER, 2019. In consideration of the mutual promises and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ABSTRACT

LICENSOR:

IVT Southern Royal Palm Beach, LLC
c/o InvenTrust Property Management, LLC
3025 Highland Parkway, Ste. 350
Downers Grove, IL 60515
Attn: Hanna Moser -
Phone: (630) 570-0700

LICENSOR'S PROPERTY MANAGER:

InvenTrust Property Management, LLC,
a Delaware limited liability company

LICENSEE:

Company Name: Pacific Dental Services
Street Address: 11151 Southern Blvd
City, State & Zip: Royal Palm Beach, FL 33411
Attn: Shawn Robitaille
Phone: 561-246-6371
E-mail: shawn.robitaille@pacden.com

PROPERTY:

Property Name: Southern Palm Crossing
Street Address: 11081 Southern Blvd
City, State & Zip: Royal Palm Beach, FL 33411

LICENSED AREA AND EVENT:

Non-exclusive license to use only that portion of the Property in the location outlined on Exhibit "A" ("Licensed Area") for the following described event: COMMUNITY FAMILY FUN EVENT and for no other purposes whatsoever ("Event").

TRADE NAME: Pacific Dental Services

TERM:

From December 14, 2019 through December 14, 2019 (including set-up and breakdown).

TERMS AND CONDITIONS

1. APPROVALS & COMPLIANCE. Licensee shall be solely responsible for obtaining all required licenses, approvals and permits for the operation of the Event at the Licensed Area at its sole cost and expense. Licensee shall, at its sole cost and obligation, comply with all zoning laws and ordinances, and all other laws, agreements and ordinances governing the conduct and operation of the Property and/or the Event and all declarations, covenants, restrictions and rules and regulations affecting the Property.

2. OPERATIONS, UTILITIES & REPAIRS. Licensee agrees that it will promptly pay all expenses associated with this License for the Event when due and will hold Licensor harmless from any loss or damages including consequential damages arising from the failure of the Licensee to do so. All utilities will be provided by Licensor at Licensee's sole cost and expense and in accordance with all laws, ordinances and regulations. Licensee shall: (a) procure a locksmith to change the locks, (b) not cause or permit any hazardous substance to be brought upon, kept, stored or used in or about the Licensed Area or the Property; (c) not be entitled to perform any work to the Licensed Area or the Property; (d) not permit any lien to be filed against the Licensed Area or the Property; (e) be liable for the cost of any repairs required to the Licensed Area or the Property resulting from the operation of the Event and removal of any equipment, personal property, fixtures and signs and if not done, Licensor may cause any such repairs to be made and charge the cost of the same to Licensee; (f) if applicable, secure or anchor all tents by using non-invasive means such as sandbags or barrels and restore the pavement to substantially its original condition; and (g) furnish Licensor within 10 days at the end of each month during the Term a complete written statement, certified by Licensee as true and correct, of Licensee's gross sales during the prior month intentionally deleted if N/A.

3. INTENTIONALLY DELETED.

4. SIGNS. Licensee shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the Licensed Area or the Property without first obtaining Licensor's written approval thereof. All signage must be professionally printed. Licensee further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved in good condition and repair at all times, and. All signs shall, at Licensee's cost: (a) comply with applicable laws, codes, ordinances, rules and regulations; (b) be maintained by Licensee in good condition and repair and (b) be removed by Licensee upon the termination of this License and Licensee shall repair all damage to the Licensed Area and Property that is caused by the installation, maintenance or removal of such signs, lettering, etc.

5. RELOCATION OR TERMINATION BY LICENSOR. Licensor shall have the right to: (a) relocate the Licensed Area to another location on the Property; or (b) terminate this License at any time and for any reason. In addition to the right to terminate as provided herein, in the event of a default by Licensee, Licensor shall have all rights and remedies as provided by law and equity and shall be entitled to recover its costs, including attorneys' fees incurred to pursue such remedies. The indemnity provisions of the Indemnification and Hold Harmless section below will remain in full force and effect and will survive any expiration or termination of this License by lapse of time or otherwise.

6. **QUIET ENJOYMENT.** The Event will be conducted by Licensee in such manner as not to interfere with Licensor's use of the Property or with any adjoining or neighboring landowner's use of their property. Licensee shall conduct itself and control its agents, members, employees, contractors, invitees, and customers in such manner so as not to create any nuisance, or interfere with, annoy or disturb any use of the Property by the Licensor, any other permitted user, occupant, tenant or invitee of the Property.

7. **INSURANCE.** Licensee agrees to obtain and carry at all times during the Term, and holdover thereof, and prior thereto if there will be any set-up, at its sole cost and expense, insurance against loss or damage due to persons injured or property damaged, lost or stolen as a result of, directly or indirectly, the conduct or the operation of the Licensee, its agents, members, employees, contractors, invitees, and customers at the Property. The insurance must be acceptable to Licensor in its sole discretion. The type of insurance required at all times of the Licensee, by the Licensor, is as follows: (A) Commercial General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) General Aggregate Limit of Liability for Bodily Injury and Property Damage, which shall be on a primary and non-contributory basis with Licensor and Licensor's property manager named as additional insured thereunder; these limits can be satisfied by the combination of the Primary Commercial General Liability and an Umbrella Policy; (B) If Licensee uses vehicles in its business at the Property, Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned, hired, and leased automobiles/vehicles with limits of liability of not less than One Million Dollars (\$1,000,000) per accident; (C) Statutory Worker's Compensation Insurance that is in compliance with applicable statutory requirements; (D) Employer's Liability coverage in amounts not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, Five Hundred Thousand Dollars (\$500,000) per employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) aggregate for bodily injury by disease covering all employees, agents and contractors of Licensee performing work in, on or with respect to the Licensed Area; and (E) Dram Shop or Liquor Legal Liability Insurance, in the event that beer, wines, or other alcoholic liquors or beverages are sold or given away in any manner.

A Certificate of Insurance ("COI") evidencing such insurance (and the policies if requested by the Licensor) shall be provided to Licensor prior to Licensee commencing any activities on the Licensed Area. The insurance requirements herein are in addition to, and not in satisfaction of, all other rights or causes of action that Licensor may have, and such insurance will be primary and non-contributory with any other insurance available to Licensor, and shall be indicated as such in the description of operations on such COI. Licensee agrees that all property ("Licensee's Property") owned, used or placed by it, or its employees or agents, in, on, or about the Licensed Area or Property shall be at the sole risk and hazard of Licensee. Licensor shall not, regardless of fault, be liable or responsible for any loss of or damage to Licensee's Property.

8. **INDEMNIFICATION AND HOLD HARMLESS.** Licensee covenants and agrees that it will save, defend, indemnify and hold Licensor, and its property manager, and all of their members, managers, shareholders, directors, officers, agents, partners, employees and affiliated companies and all of their respective successors and assigns ("Indemnified Parties") harmless from any and all loss, including consequential damages, claims, liability claims, judgments, awards, liens, settlements, causes of action, damages, injury and expenses (including attorneys' fees) of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly, (i) any failure of Licensee to perform any of the Licensee's obligations herein set forth or (ii) the use of this License. This indemnification will survive the expiration or termination of this License by lapse of time or otherwise.

9. **DUTIES UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this License, whether by lapse of time or otherwise, Licensee will immediately clean up all debris and restore the Licensed Area to broom-clean condition and to the condition it was in before Licensee had possession of the Licensed Area. The Security Deposit, if any, shall be returned to Licensee at the end of the term of this License, upon surrender of the Licensed Area as required hereunder to Licensor, provided that Licensee has paid all charges required by this License and is not in default of any provision of this License.

10. **HOLDING OVER.** Any holding over after the expiration of the Term of this License or Licensee's right to possession of the Licensed Area, without the consent of Licensor, shall be construed to be a trespass. Licensor reserves the right to permit such holdover and charge the per diem Holdover Fee for any holding over at the rate set forth in the Abstract. Such holding over by Licensee, and Licensor's collection of any Holdover Fee therefor, shall not serve as permission for Licensee's continued occupancy of the Licensed Area nor serve to extend the Term. Licensee shall also indemnify, defend and hold Licensor harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Licensee's holding over. In addition to any rights at law or in equity, Licensor shall have the right to evict Licensee and regain possession of the Licensed Area at any time.

11. **BREACH BY LICENSEE.** If Licensee breaches any provision in this License, in addition to any other right or remedy available at law or in equity, Licensor shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Licensor for the cost thereof upon demand, including attorney fees and court costs, together with interest accruing thereon at an annual rate of interest equal to fifteen percent (15%) per annum from and after the date of Licensor's demand therefor until Licensor's receipt of full payment therefor. Any uncured breach will also permit Licensor to terminate this License. In addition, Licensor may apply the Security Deposit and Utility Deposit, if any, to damages arising from said breach. In no event shall the Security Deposit or Utility Deposit be construed as liquidated damages.

12. **GENERAL PROVISIONS.** It is understood and agreed that this License is being entered into at the request of and as an accommodation to Licensee. Licensee hereby releases Licensor from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor based on theft of, or vandalism or damage to, Licensee's personal property and/or sale items by anyone other than Licensor and any injury to the members, invitees, or guests of Licensee are hereby waived by Licensee. The rights and privileges herein granted shall not be exclusive to Licensee and Licensor shall be entitled to give other parties rights, licenses and privileges in such businesses which may be or become competitive with Licensee as and when Licensor shall deem proper. Time is of the essence of this License and of all of the terms and provisions thereof. The parties stipulate, anything herein to the contrary notwithstanding, that the Licensee shall be considered only as the holder of a License in the manner provided herein, and in no event shall the Licensee be deemed to be the holder of an easement or holder of any other interest in the Licensed Area or the Property. This License shall not be recorded against the Property or any portion thereof. The License herein contained shall not be assignable or transferable in any manner by the Licensee without the express written approval of Licensor, which may be withheld by Licensor in its sole discretion. Licensor may freely transfer or assign its interest in the License and/or ownership in the Property.

This License shall be: (a) construed in accordance with the laws of the state in which the Property is located; (b) binding upon the respective successors and permitted assigns of the parties hereto. In no event will Licensor and Licensee be deemed to be partners, joint ventures or otherwise in business together; (c) altered, amended or repealed, in whole or in part, only on the written consent of both parties.

If any term, condition or provision of this License shall be declared invalid or unenforceable, the remainder of this License, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

This License may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument. Signatures transmitted electronically by DocuSign or similar e-signature service, by facsimile or by email in a "PDF" format shall have the same force and effect as original signature in this License.

All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served if delivered by e-mail or in person to the party to whom it is addressed on the day of service if by personal delivery, on the next business day after being deposited with an overnight carrier service, or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above.

13. SPECIAL PROVISIONS. Licensee shall pay to Licensor any and all excise, privilege, sales, rental and other taxes, levied or assessed by any governmental authority upon or measured by the rent reserved to Licensor under the provisions of this License. Licensee shall promptly pay the amount of any tax imposed on the sale of any of Licensee's items, if any.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized corporate officers as of the date first above written.

LICENSOR:

IVT Southern Royal Palm Beach, LLC

By: InvenTrust Property Management, LLC,
a Delaware limited liability company,
as its managing agent

By: 

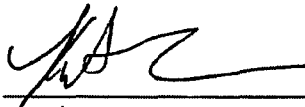
Name: Charles Cayce

Its: Regional Vice President, PM

Date: 10/28/2019

LICENSEE:

Pacific Dental Services

By: 

Name: Haven Zamora

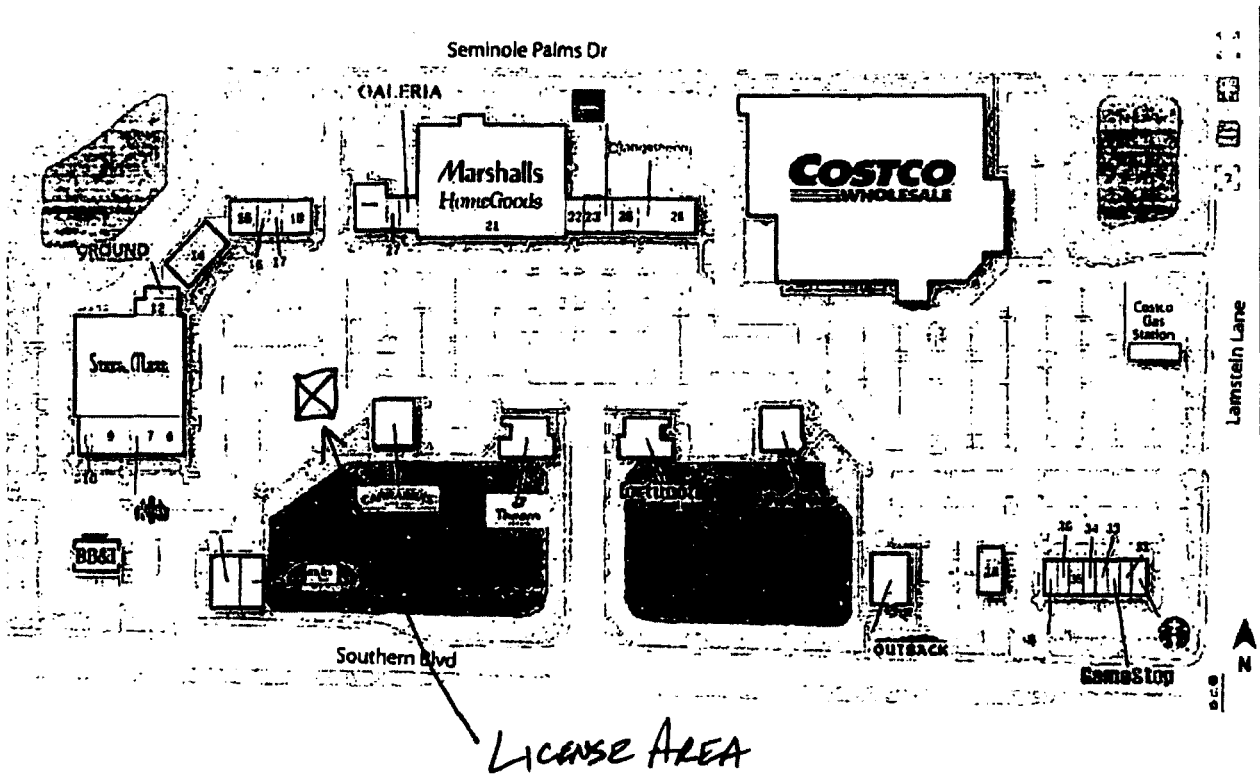
Its: Regional Manager

Date: 10-28-2019

EXHIBIT A
LICENSED AREA

This site plan is presented solely for the purpose of identifying the approximate location and size of the Licensed Area. The size or configuration of the Property, shopping center, building sizes, site dimensions, access and parking areas, existing tenant locations, uses and identities are subject to change at Licensor's discretion.

The Licensed Area is identified in the Site Plan by Exhibit A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main Street, Suite 200 Decatur IL 62523	CONTACT NAME: Laura Gannon	
	PHONE (A/C, No, Ext): 217-233-3347	FAX (A/C, No): 217-233-3357
E-MAIL ADDRESS: laura_gannon@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Columbia Casualty Company		31127
INSURER B : Valley Forge Insurance Company		20508
INSURER C : Continental Casualty Company		20443
INSURER D : Old Republic Insurance Company		24147
INSURER E :		
INSURER F :		


INSURED
Pacific Dental Services, LLC
17000 Red Hill Avenue
Irvine, CA 92614

COVERAGES **CERTIFICATE NUMBER:** 1174142429 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bklt Addtl Insr'd <input checked="" type="checkbox"/> Bklt Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		DPA0653265231	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6056919222	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6056918314	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		MWC31187819 All Other States MWC31187719 CA Only	1/1/2019 1/1/2020	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Royal Palm Beach is shown as additional insured solely with respect to general liability coverage as evidenced herein per CNA Special Event endorsement CNA91720XX (3-18) as required by written contract with respect to the following event: Grand Opening Celebration, Dentists of Royal Palm, 11151 Southern Blvd, Suite 110, Royal Palm Beach, FL 33411 to be held on December 14, 2019

CERTIFICATE HOLDER Village of Royal Palm Beach 1050 Royal Palm Beach Blvd Royal Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Pacific Dental Services, LLC
ADDITIONAL INSURED - GENERAL LIABILITY - SPECIAL EVENT ENDORSEMENT

In consideration of the premium paid for this Policy, the parties agree that the **Commercial General Liability Coverage Part** is amended as follows:

SCHEDULE

Name of Additional Insured Person or Entity: Village of Royal Palm Beach

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

- A. The Section entitled **WHO IS AN INSURED** is amended to include as an **Insured** the person or entity shown in the SCHEDULE above, but such person or entity is an **Insured** solely with respect to:
1. such person's or entity's activities conducted on behalf of the **Named Insured**; and
 2. **bodily injury** or **property damage** caused by an **occurrence** during a **special event**; and
 3. amounts which the **Named Insured** and such additional **Insured** become legally obligated to pay.
- However, this amendment does not apply if the **bodily injury** or **property damage** is caused solely by such additional **Insured**.
- B. Solely for the purposes of this endorsement, the following definition is added to the section entitled **DEFINITIONS**:
- **"Special Event"** means: Grand Opening Celebration, Dentists of Royal Palm, 11151 Southern Blvd, Suite 110, Royal Palm Beach, FL 33411 to be held on December 14, 2019
- C. The additional **Insured** shown in the above SCHEDULE will share the Commercial General Liability Limits of Insurance set forth on the Declarations. As such, this endorsement provides no additional **Insured** shown in the above SCHEDULE with separate Limits of Insurance and in no event serves to increase the Limits of Insurance stated on the Declarations of this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Pacific Dental Services Holding Company, Inc.
BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following:

We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

- a. such written contract or agreement is in effect or will take effect during the term of this policy;
 - b. such written contract or agreement is executed prior to the **injury or damage** which gives rise to a **claim**;
 - c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.
2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract. These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.
 3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,
 4. Solely with respect to coverage pursuant to the terms of this endorsement, Section II. **Exclusions/Restrictions** is amended with the addition of the following exclusion:
 - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part**, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

- a. **you** have a contract with such person or entity that requires such a waiver:
- b. such contract is currently in effect or will take effect during the term of this policy; and
- c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.