

6. Assumption of Risk: Each person entering upon the Designated Area under this Entry Permit shall do so at their own risk and shall observe strict fire and smoking precautions, and shall otherwise comply with any and all instructions, directions, rules and regulations of the authorized agents of Company. If entering upon Designated Area that is fenced and locked, Center security personnel must be notified on each separate occasion prior to Permittee's entry onto the Designated Area.

7. Restrictions: The following restrictions shall apply to all persons entering upon the Designated Area pursuant to this Entry Permit: (a) unless otherwise specifically provided for in this Entry Permit, there shall not be provided through sale or otherwise, any tickets, food, beverages, or other items to anyone who is not directly affiliated with the organization to whom this Entry Permit has been issued for the purpose described in this Entry Permit; (b) any sale, serving or distribution of any alcoholic beverages to anyone shall be prohibited (unless specifically agreed to by Company in writing, and proper evidence of liquor liability insurance has been received by Company); (c) ringing of bells and use of other loud machinery is prohibited; (d) approaching visiting customers for the sale of items or requests for donations is not allowed; and (e) no property of Company shall be removed without the express written consent of Company.

8. Indemnification: Company and Permittee agree that this Entry Permit is being given Permittee as a convenience and, as a material inducement to Company to grant this Entry Permit to Permittee, Company shall not be liable for any bodily injury, sickness, disease or death of any person or damages to any property of any person pursuant to this Entry Permit. Permittee agrees to indemnify, defend (with counsel acceptable to Company) and hold harmless Company and its officers, directors, stockholders, beneficiaries, partners, representatives, agents and employees, from any and all actions, claims and liability for any loss or damage, including, but not limited to, bodily injury, sickness, disease or death of any person or damage to any property, tangible or intangible, resulting from the execution of this Entry Permit or the work performed by Permittee on the Designated Area pursuant to this Entry Permit, and from all costs and expenses, including attorneys' fees, arising therefrom, except for any claim arising from the willful misconduct of Company.

9. Liability Insurance: Check Applicable Blank.

X a. Permittee will, at all times during the term of this Entry Permit and prior to any entry by Permittee or any of Permittee's agent under this Entry Permit, provide to Company a policy or certificate of comprehensive general liability insurance by the terms of which Company is named, by endorsement, as an additional insured and is indemnified against liability for damage or injury in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability per occurrence, or the current limit of liability carried, whichever is greater, for the operations of Permittee under this Entry Permit. This liability insurance shall include automobile liability, personal injury, contractual liability and, depending on the purpose for which the Designated Area is used, product/completed operations, broad form property damage, liquor liability and independent contractor's liability. Each policy or certificate of insurance acquired pursuant to this Paragraph 9 must (i) state, by endorsement, that not less than thirty (30) days' written notice will be given Company prior to cancellation or material change

in coverage evidenced thereby are primary coverage, (ii) be issued by companies acceptable to Company, and (iii) include severability of interest and cross-liability clauses.

_____ b. Permittee partially or fully self-insures for its liability exposures, and Permittee shall at all times maintain sufficient funds available to provide the same amounts, coverage, protection and payments by way of self-insurance as would be provided if the Permittee were to obtain the type of insurance set forth above. Self-insurance shall be permitted by Company only after receipt of financial information demonstrating, in Company's sole discretion, Permittee's adequate net worth to self-insure.

_____ c. Not required. Hold Harmless Agreement - listing individual participants.

Permittee understands and acknowledges that in allowing Permittee to self-insure Company shall rely on the net worth evidenced by the financial information submitted, and Permittee hereby agrees that Permittee's failure to maintain the same level of net worth throughout the effective period of this Entry Permit shall be cause for the immediate termination of this Entry Permit.

10. Deposit: \$_____.

11. Assignment: Permittee shall not assign or otherwise transfer any rights under this Entry Permit and any purported assignment or transfer shall be cause for the termination of this Entry Permit.

12. Entry Fee: ~~Permittee shall pay to Company an entry fee ("Entry Fee") of \$_____ as reimbursement to Company for its administrative and processing costs in connection with the preparation, review and processing of this Entry Permit.~~

13. Modification of Contract: The terms of this Entry Permit may be modified by Company at any time, and Company shall give Permittee notice of all such modifications.

14. Entire Agreement: This Entry Permit constitutes the entire agreement between Company and Permittee pertaining to Permittee's entry upon the Designated Area.

15. Governing Law/Attorneys' Fees: This Entry Permit shall be construed and enforced in accordance with and governed by the laws of the State of California. In the event of a dispute, the prevailing party in any action shall be entitled to recover its actual attorneys' fees and costs, including those incurred in connection with any appeal.

(Signatures on next page)

"PERMITTEE"

OC Council, Scouting America
(Organization)

Signed by:
By: Matthew Hwa
(Signature)

Date: 3/17/2025

Name: Matthew Hwa
(Print Name)

Title: Scout-O-Rama Program Representative

"COMPANY"

THE IRVINE COMPANY LLC, a Delaware limited liability company

DocuSigned by:
By: Rosh Gruwell
(Signature)

Date: 3/17/2025

Name: Rosh Gruwell
(Print Name)

Title: Director, Property Management; Asset Team, 1

DocuSigned by:
By: Craig Stephen
(Signature)

Date: 3/17/2025

Name: Craig Stephen
(Print Name)

Title: Director, Property Management, Asset Team 2

Signed by:
By: Adam Kroll
(Signature)

Date: 3/17/2025

Name: Adam Kroll
(Print Name)

Title: Sr. Director, Property Management; Asset Team 3

Signed by:
By: Paula Dalmada
(Signature)

Date: 3/17/2025

Name: Paula Dalmada
(Print Name)

Title: Sr. Director, Property Management; Asset Team 4

EXHIBIT A

Monday – Friday 2:00pm – 8:00pm
Saturday and Sunday 8:00am – 8:00pm

Date range: March 16th – May 8th. See below for locations

Locations:

Asset Team 1

Cypress Village - In front of Albertsons (April 1 - May 8)
Newport Coast - Between Zov's and Suite 21133 (March 16 - May 8)
Newport Hills - Right of Pavilion's (March 16 - May 8)
Westcliff - Between suites 1100 and 1104 (March 17 - May 8)
Woodbury Town Center - In front of Ralph's (April 1 - May 8)

Asset Team 2

Alton Square - In front of Ralph's (April 1 - May 8)
Campus Plaza - In front of Albertsons (April 1 - May 8)
Los Olivos Marketplace II - Between suites 8531 and 8539 (March 16 - May 8; Except March 21st)
Oak Creek - In front of Gelson's (March 16 - May 8)
Sand Canyon - Between Suite 6632 and suite 6634 (March 16 - May 8)
University Center - By Tender Greens (April 1 - May 8)

Asset Team 3

Culver Plaza - In front of 99 Ranch (March 16 - May 8)
Eastbluff - Between Ralph's and CVS (April 1 - May 8)
NorthPark Plaza - In front of H Mart (April 1 - May 8)
Orchard Hills - In front of Pavilions (April 1 - May 8)
Walnut Village - In front of Smart & Final (March 17 - May 8)

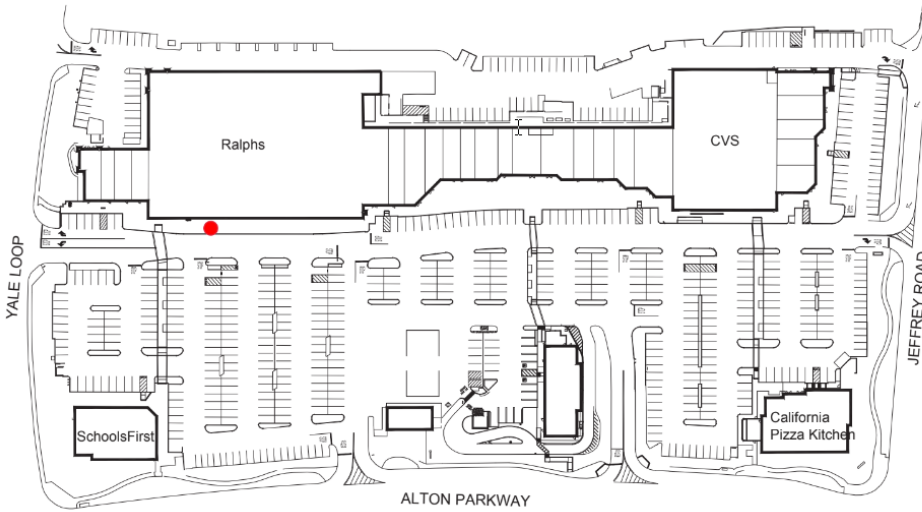
Asset Team 4

Crossroads - Between Happy Nails and Target (March 16 - May 8)
Harvard Place - In front of Ralph's (April 1 - May 8)
Parkview - In front of Zion Mart Quail Hill - In front of Albertsons (March 16 - May 8)
University Park - In front of Wholesome Choice (March 16 - May 8)
Westpark - In front of H Mart at (March 16 - May 8)
Woodbridge - In common area by Mission Renaissance (March 16 - May 8)

EXHIBIT B Approved locations

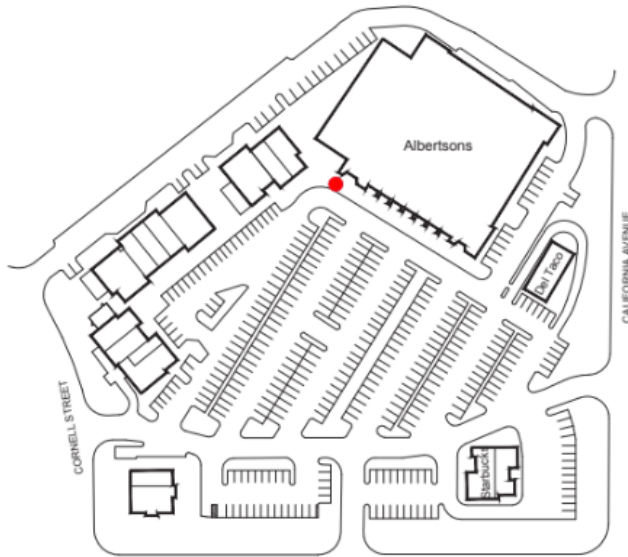
Alton Square

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Campus Plaza

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Crossroads

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

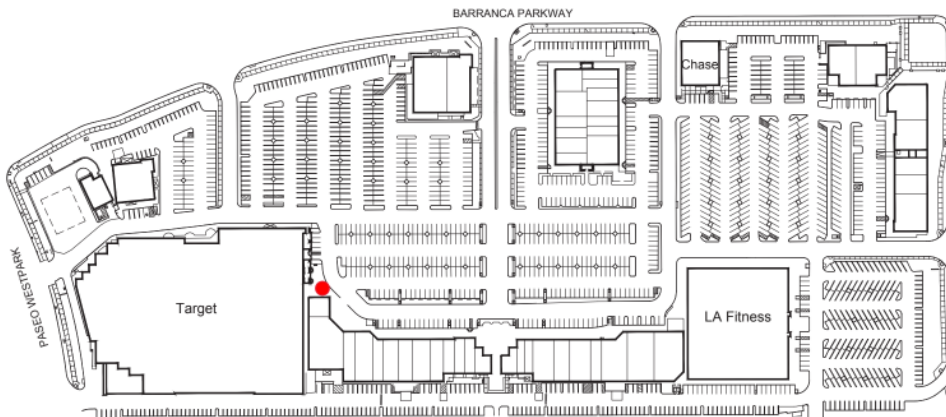
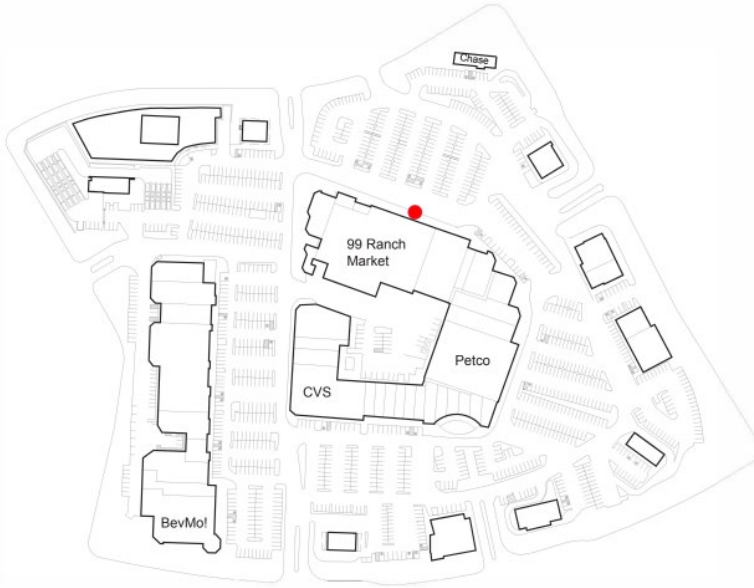


EXHIBIT B Approved locations

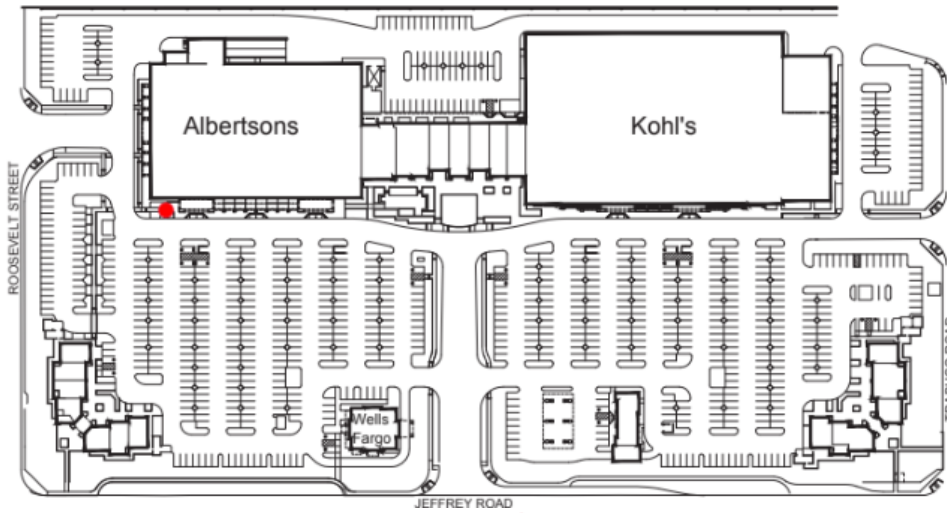
Culver Plaza Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Cypress Village Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Eastbluff Village Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

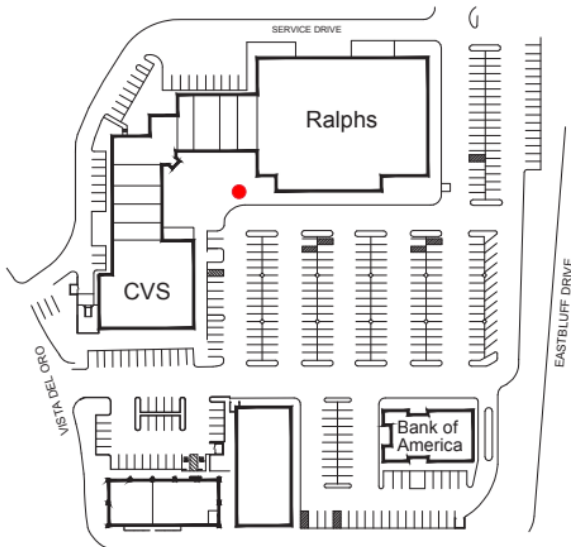
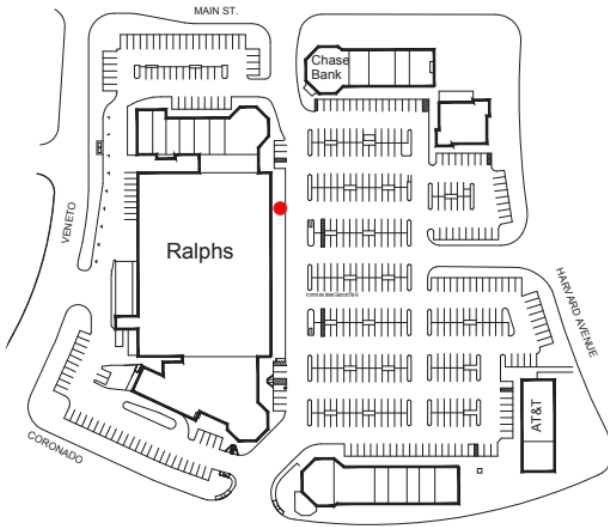


EXHIBIT B Approved locations

Harvard Place

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Los Olivos Marketplace II

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Newport Coast Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

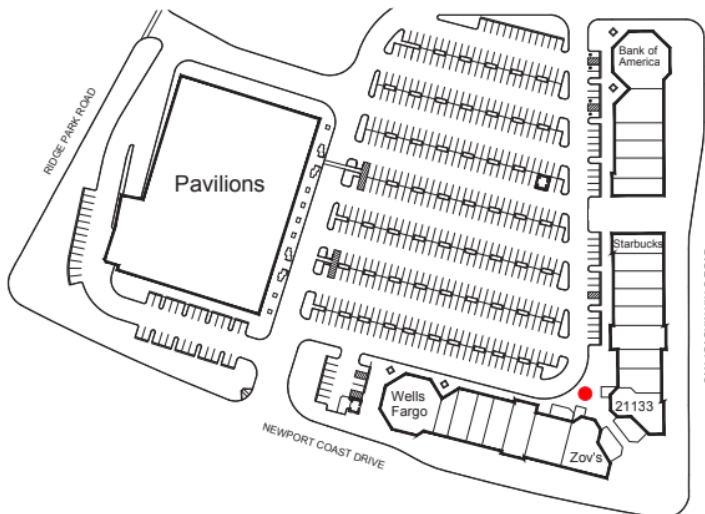
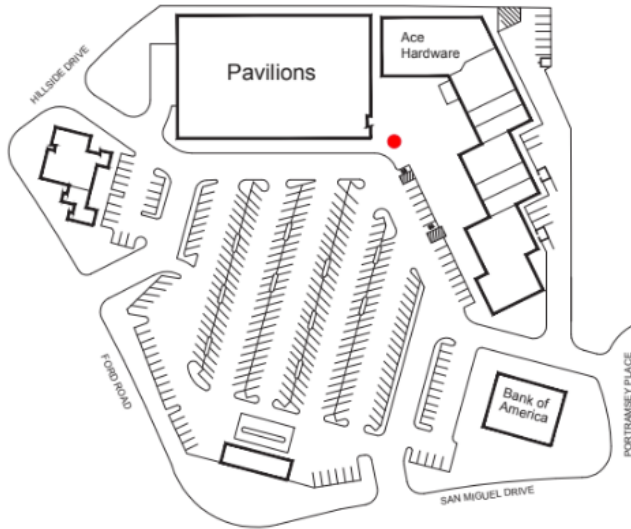


EXHIBIT B Approved locations

Newport Hills Center

I

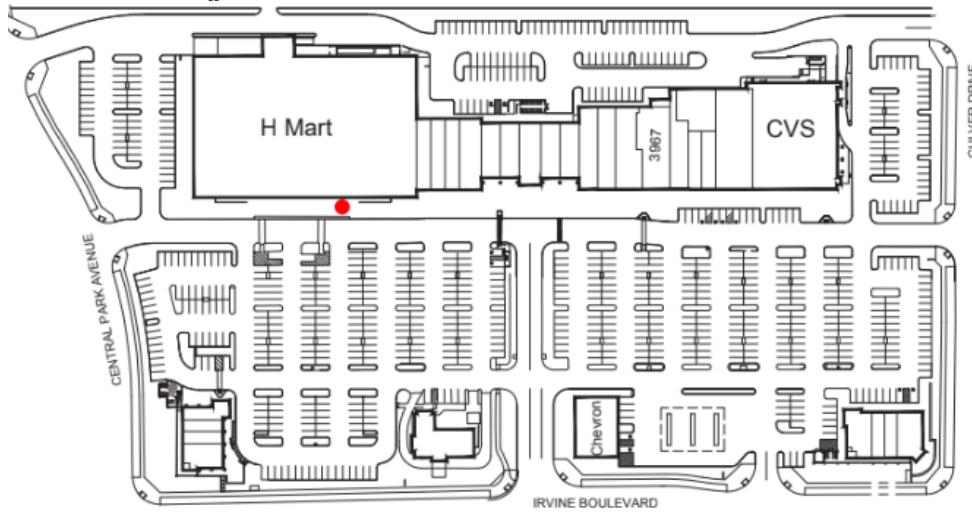
● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Northpark Plaza

I

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Oak Creek Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

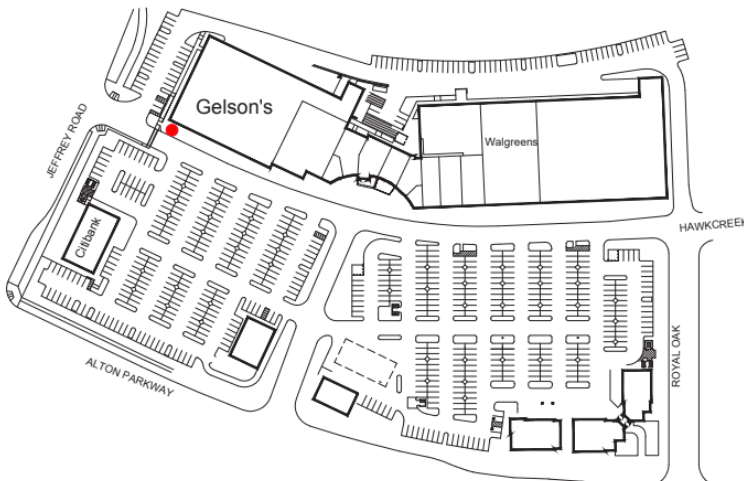
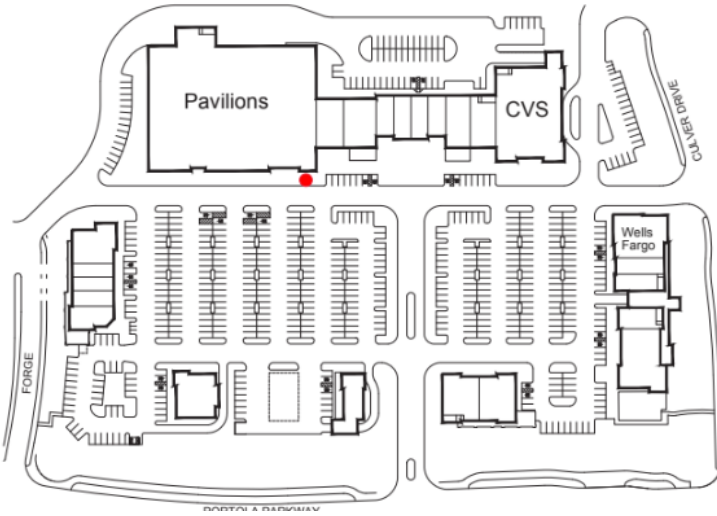


EXHIBIT B Approved locations

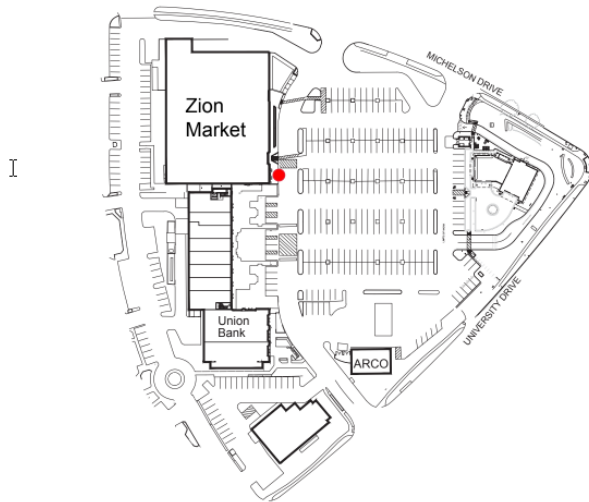
Orchard Hills Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Parkview Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Quail Hill Shopping Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

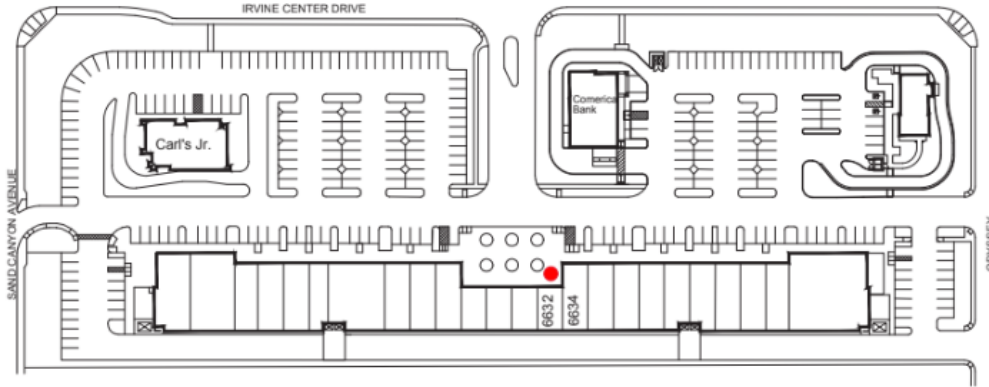


EXHIBIT B

Approved locations

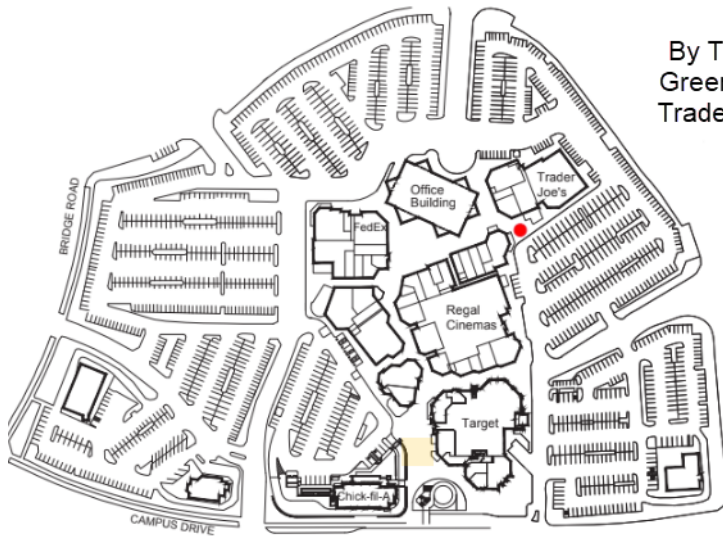
Sand Canyon Plaza

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



University Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



By Tender
Greens, not
Trader Joes

University Park

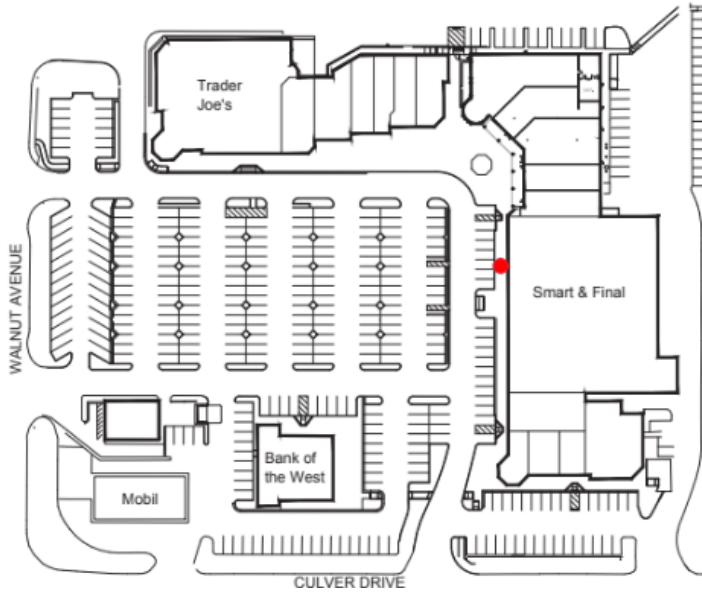
● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



EXHIBIT B Approved locations

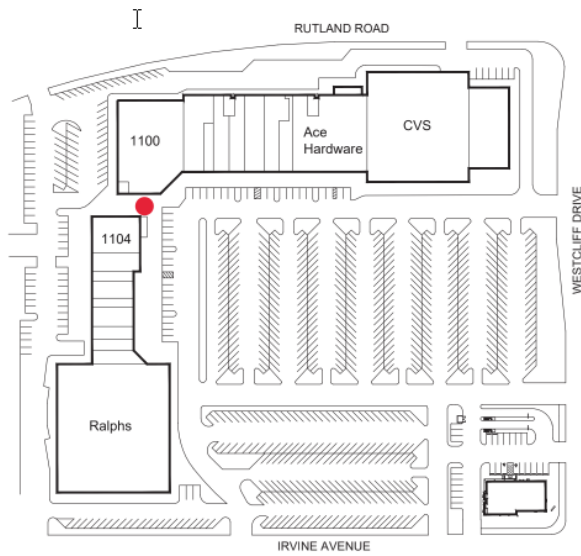
Walnut Village

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Westcliff Plaza

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Westpark Plaza

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

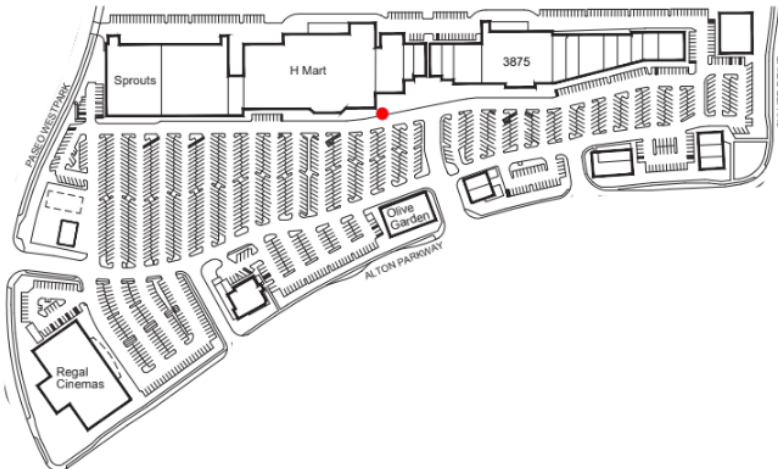


EXHIBIT B Approved locations

Woodbury Town Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store



Woodbridge Village Center

● Approved Commercial and Charitable Activity Location
Participants may not impede access to store

