

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into on August 20, 2025 ("Effective Date") by and between Dunwoody Police Department ("Licensee") and Perimeter Mall, LLC, a Maryland limited liability company ("Licensor").

- A. Licensor is the owner of record of the property commonly known as Perimeter Mall having a street address of 4400 Ashford-Dunwoody Rd., Atlanta, GA 30346 (the "Property")
- B. Licensee desires to install five (5) gunshot detection devices known as the Flock Safety Raven hereinafter collectively referred to as the ("Equipment") at the Property upon the terms and conditions herein contained.
- C. Licensee desires to use the Equipment solely for the purpose of the Police Department investigating conduct that the Police Department in good faith believes may violate federal, state, or local law (the "Purpose").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. LICENSE AND ACCESS.

- A. Licensor hereby grants to Licensee a limited license (the "License") to install, repair, replace, maintain, operate and remove the Equipment at the location(s) on the Property shown on **Exhibit A** attached hereto (the "Location"), or as otherwise approved in writing by Licensor in its sole discretion. Licensee understands and agrees that the specific installation which is the subject of this Agreement is for the listed Location and Purpose only and is not intended to extend to any other location or purpose.
- B. Licensor shall give Licensee and its employees and agents reasonable and necessary access to the Property and Location, for the purpose of installing, monitoring and maintaining the Equipment. Licensee shall be responsible and liable for the performance of Licensee Parties (defined below) as though performing itself.
- C. Licensee has inspected the Property and Location, and accepts them "as is" with no representation or warranty by Licensor regarding the condition or security of the Property or Location, or their suitability for the Purpose or any other use or purpose. Licensor has no obligation to repair any part of the Property or Location in connection with the installation and/or maintenance of the Equipment.
- D. This Agreement shall be subordinate to all ground leases, mortgages, and/or deeds of trust or other agreements that may now or hereafter affect the Property and to all renewals, modifications, consolidations, replacements, and extensions thereof.

- 2. **TERM.** The term of this Agreement (the "Term") shall begin on the Effective Date and shall remain in effect until August 21, 2028 ("Initial Term"). If this Agreement has not otherwise been terminated before the expiration of the Initial Term, this Agreement shall be automatically extended on a month-to-month basis until either party terminates by giving the other party at least thirty (30) days' prior written notice.

- 3. **EQUIPMENT.** All right, title and interest in and to the Equipment and any related wiring, equipment or devices installed by Licensee shall belong to the Licensee during the Term and, unless otherwise provided in this Agreement, shall not be considered a fixture to the real estate, the building or the Property; and may not be used for any purposes other than the Purpose. Licensee shall have sole discretion to replace, remove or dispose of the Equipment or any portion thereof subject to the

ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES, EXPENSES AND FEES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY CLAIMS RESULTING FROM OR OUT OF: (I) THE INSTALLATION, OPERATION, MAINTENANCE OR REMOVAL BY LICENSEE OF THE EQUIPMENT, (II) THE NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR OTHER ACTION OR OMISSION OF LICENSEE OR ITS EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS (EACH, A "LICENSEE PARTY" AND COLLECTIVELY, "LICENSEE PARTIES"), DIRECTLY OR INDIRECTLY INVOLVED IN THE INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE EQUIPMENT, OR WITH THE PURPOSE; (III) ANY VIOLATION OF THIS AGREEMENT BY LICENSEE OR ANY LICENSEE PARTY; OR (IV) ANY BREACH BY LICENSEE OR ANY LICENSEE PARTY OF THE OBLIGATION TO COMPLY WITH LAWS IN ACCORDANCE WITH SECTION 11E. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **INSURANCE**: During the Term of this Agreement, Licensee agrees to furnish and keep in force the following insurance:

- A. Statutory Worker's Compensation Insurance including the Employer's Liability Coverage as required by the state where the Property are located.
- B. Coverage insuring against claims, demands or actions for personal injuries or death resulting from the use or operation of the Equipment with limits of not less than Two Million Dollars (\$2,000,000) any one occurrence, in an aggregate amount of Five Million Dollars (\$5,000,000), and for damage to property in an amount of not less than One Million Dollars (\$1,000,000). This policy shall contain a Contractual Liability Endorsement and shall also include an Additional Insured Endorsement, naming Licensor, Brookfield Properties Retail Inc., Brookfield Properties Retail Holding LLC, and Brookfield Property Partners LP.
- C. Automobile Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00). Such policy shall include coverage for hired, owned and non-owned vehicles.

Licensee shall provide a certificate of insurance to Licensor evidencing all of the required coverages and endorsements prior to performing any work at the Property. All policies of insurance must be written by insurance carriers licensed to do business in the state in which the Property is located and have an A.M. Best's rating of not less than A-VII. Licensee's liability policies shall be endorsed to be primary and non-contributory to policies of the Licensor. Each policy shall contain a provision that the insurance company shall endeavor to give all Additional Insureds thirty (30) days' prior written notice of any cancellation, lapse, reduction in amount of coverage or any other adverse change to the policy or insurer.

9. **TERMINATION**. Notwithstanding anything to the contrary contained in this Agreement, either party may terminate this Agreement at any time, without cause, by giving the other party at least thirty (30) days' written notice.

10. **NONDISCLOSURE**. Licensee agrees that it shall not access, use, retain, store, collect, disclose, aggregate, or otherwise process (collectively, "Process") any data collected from the Equipment ("Data") for any purpose other than the permitted Purpose. Licensee agrees to keep the Data confidential and shall not disclose the Data to any person outside of the police department, except that Data may be provided to another government agency solely in furtherance of the permitted Purpose and solely if subject to a confidentiality agreement that is at least as protective of the Data as this Agreement. Licensee shall implement and maintain reasonable safeguards sufficient to protect Data against any unauthorized or unlawful access, acquisition, loss, deletion, or any other Processing. Licensee agrees to securely delete Data when it is no longer needed for the permitted Purpose or upon Property's reasonable request, whichever is earlier.

shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.

- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure Delays.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, if such delay or failure is caused by a force beyond such party's control, which forces shall include, but not be limited to, casualty damage, terrorism and bomb threats.
- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- K. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact(s) for notices as set forth below, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery on the date of mailing. The provisions of this Section 11K shall survive termination of this Agreement. The parties' initial addresses for notices, requests and approvals as described herein are as follows:

To Licensor: Perimeter Mall, LLC
c/o Brookfield Properties Retail Inc.
350 N. Orleans St., Suite 300
Chicago, IL 60654-1607
Attn: SVP, Security

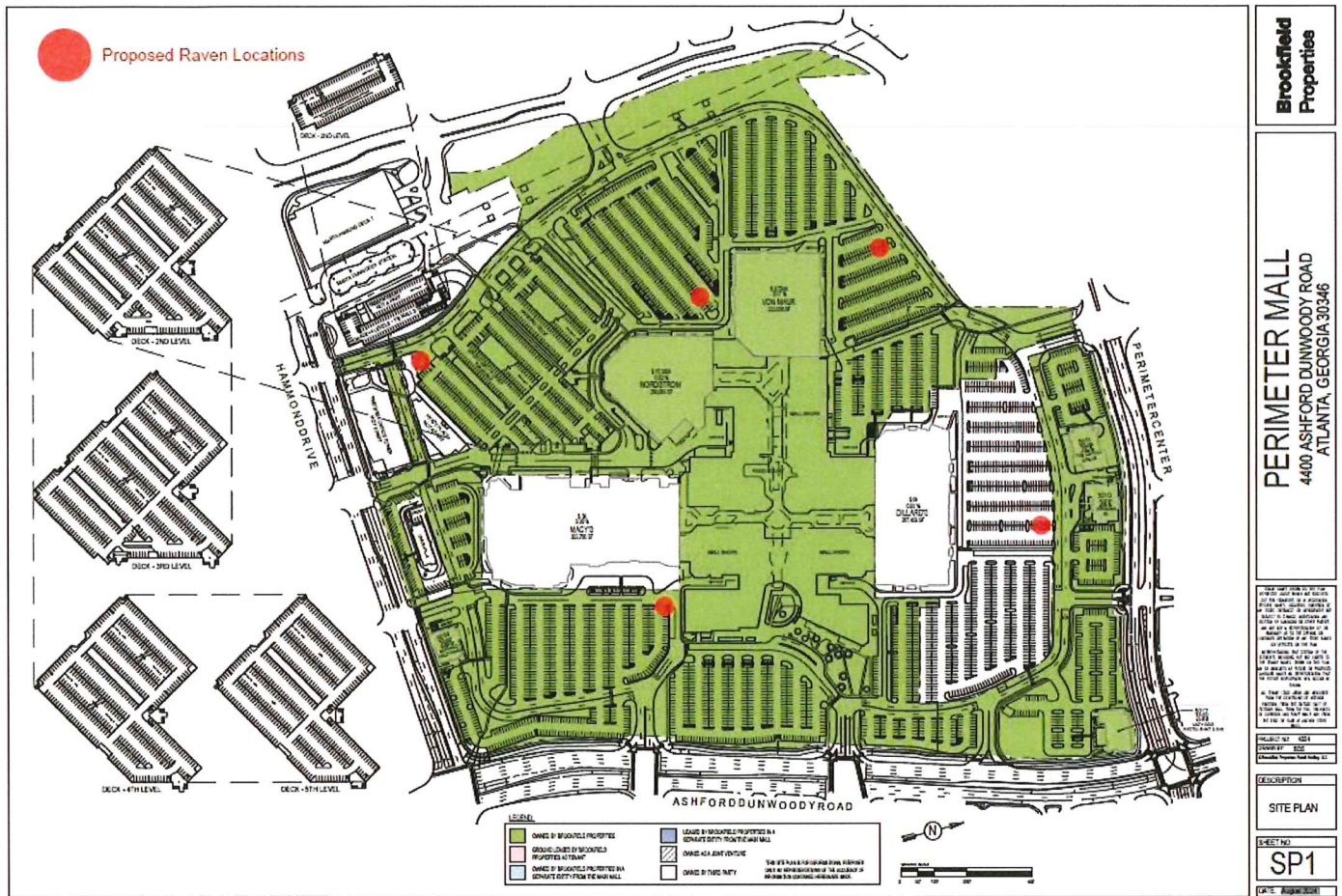
With a copy to: Brookfield Properties Retail Inc.
350 N. Orleans St., Suite 300
Chicago, IL 60654-1607
Attn: Legal Department – Corporate Contracts

To Licensee: Dunwoody Police Department
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Attn: Patrick Krieg

With a copy to: Dunwoody Police Department
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Attn: Michael W. Carlson

EXHIBIT A

1. LOCATION OF EQUIPMENT.



2. EQUIPMENT INSTALLATION METHODS.

Mounting Options

SOLAR & EXISTING POLE

SOLAR & FLOCK SAFETY POLE

