

TEMPORARY SPACE LICENSE AGREEMENT

This Temporary Space License Agreement (this "Agreement") is made as of the ___ day of _____ 2011 between _____ "Licensee"), and **HOUSTON PAVILIONS, L.P.**, a Texas limited partnership ("Licensor").

Licensee desires to temporarily use a portion of the first floor of the common area of the Shopping Center, which such portion of the first floor common area is referred to hereinafter as the "Temporary Space" located at the Cube Shop 1201 Main Street, north side, between Yao Restaurant and XXI.

Licensor is willing to grant Licensee a temporary, revocable license to utilize the Temporary Space for the purpose set forth herein, subject to and conditioned upon the following terms and conditions.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee a temporary, revocable license, subject to all of the terms and provisions of this Agreement, to occupy and use the Temporary Space for the sale of ___ food or ___ product during the temporary period and for no other use or purpose.
2. This Agreement shall be for a temporary period for ___ Hourly ___ Daily ___ Weekly ___ Week Ends on the following dates: _____
3. Licensee will load in all product/food prior to 10:00 a.m. each day and will clean space to a broom swept condition at the end of the temporary license agreement. All debris, product and trash will be removed at the end of the temporary license agreement.
4. Licensee will adhere to all set rules and regulations and will at no time interfere with the quiet enjoyment of surrounding tenants.
5. Licensee here by warrants that they have all applicable licenses required by the City and County of Houston and that all sales tax will be paid to the City and County of Houston as defined by existing laws. In addition, Licensee warrants that all products are legal and not counterfeit.
6. Licensee shall report all sales during the license period to Licensor prior to the end of the license period.
7. Licensee will put up a deposit of \$_____, which will be held and returned to licensee within five business days after completion of license period.
8. Licensee will hold insurance and will add Licensor and licensors additional insured to their certificate of insurance. A certificate of insurance must be received prior to commencement of this agreement. Exhibit A attached can be given to your insurance carrier.
9. Licensee shall hold Licensor harmless from all liability rising from its occupancy during the temporary space license agreement.

Licensee:

Licensor:

Print: _____

Print _____

Date: _____

Date: _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

General Liability and Auto: \$1 million
Excess/Umbrella Liability: \$5 million
Workers Comp & Employer Liability: \$1 million

The following Additional Insured Language shall apply to all Certificates of Insurance for the Houston Pavilions project verbatim:

Landlord, Landlord's managing agent or agents, and any and all other persons or entities having any interest in the Shopping Center designated by Landlord shall be named as "additional insured" on Tenant Policies.

Houston Pavilions Additional Insured's are as follows:

Houston Pavilions, LP
H Pavilions I-LP, LLC
H Pavilions I-GP, LLC
Houston Pavilions Real Estate Corp.
U.S. Bank NA its successor and/or assigns
Buchanan Urban Investors II, LLC
Buchanan Street Partners, Inc.
Latitude Investments, LLC

**ADDITIONAL INSURED
MAILING ADDRESS AND FAX**

Houston Pavilions, LP
H Pavilions I-LP, LLC
H Pavilions I-GP, LLC
Houston Pavilions Real Estate Corp.
1201 Fannin, Suite 325
Houston, Texas 77002

832-320-1202 FAX