

Exhibit D

Irrevocable License

The City grants to the Friends and its designees an irrevocable license ("License") for non-exclusive use of the New Facility for a term of fifty (50) years ("Term") commencing on the date ten (10) days after completion of the Project (the "Commencement Date"), subject to the terms and conditions set forth below.

1. Fee. Friends shall pay to City One Dollar (\$1.00), in advance, on or before January 15 of each calendar year during the Term of this Agreement.
2. Repair and Maintenance. City shall keep the New Facility in good condition and repair, and Friends shall cooperate with City. City shall not be responsible for any personal property of Friends or any party using the New Facility by reason of the grant of the License pursuant to this Agreement.
3. Signage. During the Term, Friends shall have the non-exclusive right to display signage that conforms to City standards and has been approved by the City in writing in advance of installation. Signage shall be installed pursuant to City standards and practices.
4. Damage and Destruction. In the event the New Facility is damaged or destroyed by casualty of any type or kind, City shall repair such damage with reasonable diligence. Notwithstanding the foregoing:
 - (a) If such damage or destruction occurs more than 25 years after the Commencement Date, and Friends and Friends Users (as defined below) have not used the Facility on a weekly basis for the 12 month period preceding such damage, then if City determines that the needs of City do not require the use of the Facility, City shall not be obligated to repair such damage, and in such event City shall give Friends written notice of such election within ninety (90) days after the occurrence of the damage or destruction. Any repairs or reconstruction shall comply with all applicable laws, statutes and ordinances. If City elects not to repair or rebuild in accordance with the foregoing, City shall use reasonable efforts to accommodate Friends Users in other facilities owned or controlled by City.
 - (b) If City is otherwise required to repair the damage or reconstruct, but the City's requirements have materially changed, the City shall have the right to build a new facility, or reconfigure an existing facility, that accommodates Friends' needs and the City's new requirements. The parties shall meet and confer to discuss such replacement facility.
 - (c) The completion of any repair or reconstruction shall be subject to delays beyond the reasonable control of City, including without limitation fire or other casualty, pandemic, supply chain delays or civil unrest.
5. Assignment. In no event shall Friends assign any of its rights under this License or permit any other party to use any portion of the New Facility without

the prior approval of City, which approval may be withheld by City in its sole and absolute discretion. Friends may assign its rights hereunder to a successor non-profit corporation formed for the purpose of managing the rights granted hereunder upon advance notice to the City.

6. Scheduling. Friends and its designees ("Friends Users") shall have the right to use the New Facility (other than the approximately 1,000 square foot designated for the sole and exclusive use for the City's older adult programming ("Older Adult Space") from 3:00 p.m. each weekday, except Wednesdays which will be from 1:30 p.m., and 24 hours on Saturday and Sunday. If such areas are not being used by Friends Users, the New Facility or portions thereof may be used by entities other than Friends Users as may be scheduled by such other entities no more than 30 days prior to an event and no less than 10 days before an event, if space is available. Friends shall schedule any Friends Users pursuant to the use scheduling system used from time to time by the City. Use by Friends and Friends Users shall be subject to all applicable terms and conditions for use of City facilities and Friends and Friends Users shall be required to execute a Use Agreement in the same form as other users of City facilities. Such terms and conditions may be updated from time to time by the City and Friends and Friends Users shall comply with the then-applicable terms and conditions.

7. Materials Display Center in Lobby. City may maintain a materials display center in the lobby or other common area of the New Facility to display materials related to City and community programs, including those of any New Facility users.

8. Scout Volunteers. Friends will use its best efforts to encourage Boy and Girl Scout Troops that use the New Facility to participate in volunteer events, programs and activities of the Beach Cities Health District at least once per year. The Friends shall name a contact for such coordination and communicate that to BCHD.