#7

Control #: **96911**

Sunset Mall

Event Agreement

This Event Agreement ("Agreement") is executed on this_____day of_____20_____, ("Effective Date") between Jones Lang LaSalle Americas, Inc. ("Agent"), as Agent for **Sunset Mall SPE, L.P.** ("Licensor", "We", "Our", "Us"), and **Tom Green County Library System** ("Licensee", "You", or "Your"). You acknowledge that Jones Lang LaSalle Americas, Inc. is executing this Agreement solely in its capacity as managing agent for Licensor and not as a partner or joint venturer with Licensor. Notice addresses for each party to this Agreement are as follows:

Licensee:	Licensor:	Agent Contact:
Tom Green County Library System	Sunset Mall SPE, L.P.	Sabrina Tatsch
33 W Beauregard	4001 Sunset Drive Suite 1182	TEL (325) 949-1947
San Angelo, TX, 76903	San Angelo, TX, 76904	
TEL (325) 657-8002	TEL (325) 949-1947	
	FAX (325) 944-9110	

By signing this document, We are giving You the limited, revocable license to temporarily use and occupy certain space in Our Shopping Center. You cannot transfer this right to anyone else. This Agreement does not give You a leasehold interest.

I. THE EVENT

You may occupy the Event Location (defined below) during the Event Period (defined below) only for the purpose of **participation in Back to School event to promote your services, create awareness and give away school supplies and participation in Community Day to promote awareness of your services.** (the "Event"). You may not use the Event Location for any other purpose without Our prior written approval. If You use the Event Location for some other purpose without Our approval, or fail to abide by Our operating rules, as set forth in Exhibit A hereto, You are required to pay us a fee of $50.00 per day for so long as You continue to do so. Our right to receive this fee from You is in addition to any other rights or remedies We may have under this Agreement, at law or in equity.

II. EVENT FEE

The fees payable for this Event (collectively the "Event Fee"), due date(s), and payment information are set forth in Exhibit A. The Event Fee and any additional charges payable to Licensor must be paid on or before the designated due dates and must be paid via certified check. Payments will be considered "made" when We actually receive them. Any overdue amount from You will accrue interest from the date due through the date of payment at the rate of 1 1/2% per month or the highest rate permitted by law, whichever is less. In addition to interest, if any of Your payments hereunder is more than 10 days late, You must pay Us a late charge equal to 5% of the amount due or $50.00, whichever is greater. Your payment of interest and late charges will not prejudice Our rights to pursue other remedies available under this Agreement, at law or in equity.

III. EVENT LOCATION

You have the right to occupy the following space (the "Event Location"): **T9999** , which is located at **Sunset Mall** (the "Shopping Center"), the address and telephone number of which are: **4001 Sunset Drive Suite 1182, San Angelo, TX 76904, (325) 949-1947.**

The Event Location is shown on the attached site plan for the Shopping Center (see Exhibit D). The Event Location is subject to Our review and approval at all times.

We cannot guarantee any particular location, and may require that the Event Location be changed one or more times during the Event Period.

If We do require that You relocate, We will give You five (5) days prior written notice. If, after receiving such notice, You decide that you do not want to relocate, You may terminate this Agreement immediately upon written notice to Us, and We will reimburse You for the unearned portion of the Event Fee (if any). Such reimbursement (if any) is Your sole and exclusive remedy if You terminate because You do not agree to relocate.

IV. EVENT PERIOD

You may use the Event Location from **August 13, 2016** (the "Commencement Date") until **September 10, 2016** (the "Expiration Date") (this entire period will be called the "Event Period"), unless this Agreement is terminated earlier by either party.

WE HAVE THE RIGHT TO REVOKE OR TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON, OR NO REASON AT ALL, IMMEDIATELY UPON WRITTEN NOTICE TO YOU.

You have the right to terminate this Agreement (prior to the Expiration Date) upon thirty (30) days written notice to Us, but only if the termination is effective during the months of February through September. The effective date of such termination by You may not fall during the months of October through January.

V. EVENT ELEMENTS

By the "Delivery Date" specified on Exhibit A, You must deliver to Us all materials listed therein, which may include, without limitation, camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event (collectively, the "Event Elements"), for Our review and approval. We will review and approve or reject in writing, in Our sole discretion, all Event Elements. We reserve the right during the Event Period to reject any or all Event Elements for any reason or no reason, and to curtail or regulate any or all Event Elements. We will provide to You the services specified on Exhibit A in connection with the Event (the "Services").

VI. ADDITIONAL PROVISIONS

The Terms and Conditions and Exhibits A through D attached hereto are a part of this Agreement. Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers or representatives on the day and year written above.

LICENSOR: Sunset Mall SPE, L.P.

By: Jones Lang LaSalle Americas, Inc., Managing Agent

By: _____

Print Name: _____

Title: _____

LICENSEE: Tom Green County Library System

DBA: Tom Green County Library System

By: _____

Print Name: Stephen C Felyo

Title: County Judge

VII. TERMS AND CONDITIONS

1. Hours of Operation. The Event must be open for business during the hours set forth in Exhibit A. You must pay Us $50 per hour or part of an hour (up to a maximum of $300 per day) as liquidated damages and not a penalty for the times that the Event is not open and operating, as provided in Exhibit A. These liquidated damages are in addition to all other amounts due under this Agreement. You agree that this amount is a reasonable estimate of the damages that

_____ Licensor

SCF Licensee

We would suffer if the Event is not open during the hours set forth in Exhibit A.

2. Condition of Event Location. You have inspected the Event Location and accept it "as is" and "where is" with no representation or warranty by Us as to its condition, or its suitability or fitness for the Event. You understand that We have no obligation to improve or repair the Event Location unless stated otherwise elsewhere in this Agreement. At Your expense, You must maintain the Event Location in good, clean and safe condition and make all necessary replacements and repairs. If You do not fulfill Your obligations to repair and maintain the Event Location, We have the right to do this for You, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs. You shall immediately reimburse Us for any cost We incur in performing any maintenance or repair work, plus a 20% administrative fee. You may not make any alterations, additions or improvements to the Event Location without Our prior written consent.

3. Event Set-up and Operation. You must coordinate the set up and take down with the Agent Contact set forth on the first page of this Agreement, and in accordance with the schedule set forth in Exhibit A. At our request, You will provide an on-site coordinator for set-up and tear-down of the activities governed by this Agreement. The scheduling of all set up and take down is subject to Our absolute discretion. You shall submit in advance all plans related to the location of equipment, set-up and take-down, time and dates of display. You have the sole responsibility for conducting the Event, which may include the erection and installation of any Event Elements authorized by Us, unless erection and installation are included in the Services specified in Exhibit A. You shall install the Event Elements and promptly repair at Your sole cost and expense any damage to the Shopping Center that is caused by You, any of Your contractors or other service providers, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or subcontractors in connection with the set-up of the Event. You are required to follow Our operating rules, as set forth in Exhibit A.

4. No Exclusives. This Agreement does not give You any exclusive right to sell or promote any particular product or service. Other occupants of the Shopping Center may sell or promote the same products or services that You do.

5. Contractors. You are responsible to procure any and all Contractors necessary for the Event. You must provide us with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and services to be provided by each Contractor. Only Contractors that We approve in writing will be permitted to enter the Event Location. We will not approve of, or permit, any such Contractor to enter the Event Location, until We have received from such Contractor (i) a certificate of insurance evidencing coverage required by this Agreement, listing Licensor and Agent as an additional insured, and (ii) an original of Exhibit C hereto, signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be at Our sole and absolute discretion. Subject to Our approval of the Event and the Event Elements, We will provide to You and each authorized Contractor access to the Event Location during the Event Period in accordance with this Agreement. You and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Us, and as needed to perform Your obligations under this Agreement.

6. Termination. Upon termination of this Agreement for any reason, You must voluntarily vacate the Event Location on the applicable termination date, leaving it in a broom-clean condition. After such termination, no further obligations shall accrue under this Agreement, provided that each party will remain liable for obligations arising prior to the date of termination and for all obligations and duties thereafter as specifically provided herein. This Agreement will terminate automatically if the Event Location is damaged due to fire or any other event of casualty or condemnation. You will have no recourse against Us or Our affiliates as a result of any such casualty or condemnation. Upon termination of this Agreement for any reason, You must vacate the Center, and Your occupancy or activity thereafter at the Shopping Center is a trespass. If You do not surrender possession of the Event Location upon termination of this Agreement, We may immediately remove all Your property from the Event Location and store any such property at Your expense for up to 30 days. If Your property is not removed by You within this 30-day period, it is conclusively presumed to be abandoned. We may dispose of such property in any way We may deem appropriate, without obligation or liability to You or parties claiming by or through You. If You hold over after termination of this Agreement, effective as of the day following termination, all charges due from You hereunder will continue to accrue and will be increased by 50%. If We commence an action to remove You as a result of Your failure to surrender possession, You shall pay all costs and expenses incurred by Us as a result of such action, including attorneys' fees and court costs. **YOU HEREBY WAIVE THE RIGHT TO A TRIAL BEFORE A JURY AND THE RIGHT TO ASSERT ANY NON-COMPULSORY COUNTERCLAIMS IN ANY ACTION FOR EVICTION OR FOR PAYMENT OF SUMS DUE UNDER THIS AGREEMENT.**

7. Intellectual Property Rights. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Event Period or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. You shall not, while this Agreement is in effect or thereafter, use or permit the use of Our name or the name of any affiliate of Ours, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials without Our prior written consent. You agree that We may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Your Marks and/or other materials displayed at the Shopping Center during the Event Period. You agree that We shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center. You represent and warrant that the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity.

8. Insurance. You must maintain, and require Your Contractors to maintain, as applicable, the insurance set forth in Exhibit B.

9. Indemnity. Except for Our gross negligence or willful misconduct, from and after the Effective Date, You shall indemnify, hold harmless and, at Our option, defend Us, Agent, and Our mortgagee, if any, and their respective principals, partners, members, shareholders, officers, agents, servants, employees, managers, and contractors, and any fee owner or underlying lessor of the Shopping Center from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and expenses incurred by Us in connection with any loss of life, personal injury or damage to property or business arising out of or in any way connected with the Event Location or Your operations, the condition, use, maintenance, repair or occupancy of the Event Location, or in any way arising out of Your activities or the activities of Your Contractors or sublessees or their respective agents, employees, servants, invitees or contractors.

10. Waiver and Release. Unless and then solely to the extent that such damage is caused by Our gross negligence or willful misconduct, or that of Our management agent or either of our respective agents, servants, employees or contractors, neither We, nor Our management agent nor either of our respective agents, servants, employees or contractors shall be liable for, and You hereby waive and release all claims for loss of life, personal injury or damage to property or business sustained by You or any person claiming through You resulting from any accident, casualty or occurrence in or upon any part of the Shopping Center, including without limitation claims or damage resulting from: any equipment or appurtenances becoming out of repair; Our failure to keep any part of the Shopping Center in repair; injury done or caused by wind, water or other natural element; any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, porches, railings or walks; broken glass; the backing up of any sewer or downspout; the bursting, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in or about the Event Location; the escape of steam or hot water; water, snow or ice being upon or coming through the roof or any other place on or near the Event Location; the falling of any fixture, plaster, ceiling tile or stucco; damage to or loss by theft or otherwise of Your property of that of others; delay or cessation in the start or conduct of Your business; and acts or omissions of persons in the Event Location or other tenants or occupants of the Shopping Center. In addition, You hereby waive any and all right of recovery, claim, action or cause of action against Us, Our agents, servants, employees, invitees and contractors, for any loss or damage that may occur to the Event Location and any contents therein by reason of fire, the elements or any other cause which is insured or required to be insured pursuant to this Agreement, regardless of cause of origin.

11. Assignment. You may not sell, assign, mortgage, pledge, sublicense, concession, or in any manner transfer, this Agreement or any interest herein, nor sublicense or license all or any part of the Event Location, by operation of law or otherwise. Any unauthorized assignment shall be null and void.

12. Default. If You fail to perform any of the obligations herein, do not timely pay any sums required hereunder, or in the event We should have a dispute with You, We may immediately revoke, cancel and terminate this Agreement and remove Your property from the Event Location, all at Your cost and expense, including, without limitation, attorneys' fees incurred in enforcing Our rights hereunder. You shall reimburse Us for any such costs. The remedies specifically provided for in this Agreement are cumulative and are in addition to any other remedies available to Us under applicable law.

13. Waiver. Failure by either party to require the other to perform any terms of this Agreement will not prevent the party from later enforcing that term. No term of this Agreement will be deemed waived unless waived in writing by the waiving party. If We accept a payment of any money due from You under this Agreement, We are not waiving any prior breach by You of any term of this Agreement, other than Your failure to make the particular payment that We accepted. This is true whether or not We knew that You had breached this Agreement at the time We accepted payment from You.

14. Miscellaneous. This Agreement becomes valid and effective only when signed and delivered by both parties. This Agreement supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. This Agreement may be modified

_____ Licensor
SGF Licensee

only by a written instrument executed by both parties. This Agreement shall be governed and construed in accordance with the laws of the state or commonwealth where the Shopping Center is located. We have no personal liability with respect to this Agreement. If We breach this Agreement, You can look only to Our equity in the Shopping Center to satisfy any claim against Us. We may be a party to one or more agreements with a mortgagee, beneficiary of Ours, department store, mall occupant, or other party. This Agreement is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. You agree to keep the terms of this Agreement confidential, and shall not disclose them to a third party. If any provision of this Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that part, term or provision held to be illegal, invalid or unenforceable.

15. Notices. Notices to Licensee may be sent by delivery in person, or by certified mail, return receipt requested, postage pre-paid, by express mail delivery service, or by electronic mail or fax with confirmation of receipt, addressed to Licensee's address(es) set forth in the first paragraph on page 1 of this Agreement, or to such other address as notified in writing by Licensee. Notices to Licensor may be sent only by delivery in person, or by certified mail, return receipt requested, postage pre-paid, or by express mail delivery service, addressed to Licensor's address(es) set forth in the first paragraph on page 1 of this Agreement, or to such other address as notified in writing by Licensor. Notice will be deemed given as of the date of receipt, rejection or inability to deliver shown on the return receipt or similar advice of delivery or attempted delivery, or if delivered in person, the affidavit of the person making such delivery shall be conclusive proof of the delivery and the date and time of delivery.

Licensor
Licensee

EXHIBIT A

1. EVENT FEE

In consideration of the rights granted to Licensee and/or services provided by Licensee under this Agreement, Licensee shall pay to Licensor the following fees (collectively the "Event Fee"):

Base License Fee

Frequency	Start Date	End Date	Amount
Term	08/13/2016	09/10/2016	$25.00

The Base License Fee and Charges listed below are due and payable on each date listed in the "Due Date" column.

Due Date	Rent
08/05/2016	$25.00
Totals	**$25.00**

Submission of Payments

Make checks payable to: **Sunset Mall SPE, L.P.**
and send them to the following address: **Sunset Mall - Mgmt. Office 4001 Sunset Dr., Suite 1182, San Angelo, TX, 76904**

2. EVENT ELEMENTS

Back to School Event includes a community wide backpack giveaway where organizations will fill the bags with school supplies. Community Day is a chance for non profits to promote their services.

3. SERVICES PROVIDED BY LICENSOR

Licensor will provide one table, one table cloth and two chairs.

4. EVENT HOURS

The Back to School Event is Saturday, August 13, 11 a.m. - 1 p.m. Community Day is Saturday, September 10, 11 a.m. - 2 p.m.

5. EVENT SET UP AND TAKE DOWN SCHEDULE AND REQUIREMENTS

Set up can begin no later than 10 a.m. on the day of the events. Take down immediately follows the event.

6. OPERATING RULES

(a) You must observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Event Location or the Event.
(b) You shall procure and keep in full force and effect, at Your sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center(s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. You must notify us immediately if You fail to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Us ten (10) days prior to commencement of the Event. The provision of such permits or licenses to Us is a condition precedent to any access to the Event Location.
(c) You must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights.
(d) You must conduct the Event in a professional, first-class and tasteful manner in accordance with Our rules and regulations, as well as reputable business standards and practices.
(e) You may not keep or display any merchandise outside of the Event Location or otherwise obstruct these areas;
(f) Your employees and Contractors must wear appropriate professional attire at all times while at the Shopping Center;
(g) You may not permit loudspeakers, televisions, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Event Location without our prior written consent;
(h) You may not distribute any handbills or other advertising material at the Shopping Center or on automobiles parked in the parking lots serving the Shopping Center;
(i) You and Your Contractors may not hawk or otherwise create a nuisance in the Shopping Center.
(j) Unless otherwise provided herein, food or beverage may not be consumed at the Event Location.
(k) All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Event Location or the Shopping Center as directed by Us. You must dispose of such garbage and trash daily, or more frequently if required by the circumstances.
(l) No hazardous, flammable or combustible materials may be brought onto the Event Location or any other part of the Shopping Center.
(m) Unless otherwise provided herein, You shall provide all necessary tables, chairs, table skirting, enclosures and signs, which shall be subject to the prior approval of the Shopping Center's Marketing Manager or General Manager.
(n) You shall furnish and pay for all labor needed to set up and take down displays, if any.
(o) You must furnish all display fixtures, the design, size, and quantity of which will be subject to Our prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complementary to the surroundings in the Shopping Center. Any unapproved fixtures may be removed by Shopping Center personnel, and You must pay for the cost of removal and storing any such fixtures.
(p) You shall furnish the Shopping Center's Marketing Manager or General Manager with emergency telephone numbers and a forwarding address for future reference.
(q) You must secure and be responsible for the display at the Event Location at close of business.
(r) You shall abide by all rules and regulations that We establish with respect to the common areas, facilities, sidewalks and tenant relations.
(s) Any merchandise must be hand-carried into the Shopping Center or, if dollied, dolly must have wide rubber wheels only.
(t) No electrical wiring will be laid that would create a hazard to pedestrian traffic. Approved tape or appropriate floor covering is mandatory to secure electrical cords and must be no less than 3" in width.
(u) Absolutely nothing may be attached to any fixture in the Shopping Center.
(v) You must provide a minimum clearance of fifteen (15) feet from any store front or kiosk.
(w) All items to be sold at the Shopping Center are subject to the prior approval of the Marketing Manager or General Manager.
(x) You must hire and pay for the security officers that We deem necessary for the Event. You must obtain our advance approval with respect to the security personnel hired, and We may impose reasonable restrictions including insurance or bond requirements upon such personnel.
(y) Unless otherwise provided herein, We will not provide tools or equipment. These are Your responsibility.

Licensor
SCF Licensee

EXHIBIT B

INSURANCE REQUIREMENTS

You must keep the following insurance in force with companies licensed to do business in the state or commonwealth where the Shopping Center is located, during the Event Period and such other times as Licensee occupies the Event Location:

(i) Commercial General Liability Insurance on the Event Location and the business operated in or from the Event Location, including coverage against assumed or contractual liability under this Agreement, with minimum limits for bodily injury, property damage or personal and advertising injury of $1,000,000 per occurrence and $2,000,000 general aggregate, except for the Events set forth below, which require such insurance as follows:

Type of Event	Commercial General Liability Occurrence/Aggregate Requirement
Dance	$1MM/$3MM
Petting Zoo	$1MM/$3MM
Vehicle Display Event	$1MM/$3MM
Vehicle Driven Event	$2MM/$5MM
Concert (Professional/Not Community Event)	$5MM/$5MM
Carnival	$5MM/$5MM
Circus	$5MM/$5MM
Dunk Tank	$5MM/$5MM
Rock Climbing	$5MM/$5MM
Martial Arts or Other Sporting Event	$5MM/$5MM
Firearms or Weapons Show	$5MM/$5MM
All Other High Risk Events	$5MM/$5MM

(ii) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than $1,000,000 each coverage and policy limit;

(iii) "All Risk" property insurance, covering all of Licensee's inventory, trade fixtures, furniture, furnishings, and equipment not affixed to the Event Location, and covering all of the improvements installed in the Event Location by or for the Licensee in an amount equal to the full replacement cost value of all such equipment, furniture and trade fixtures, without co-insurance; and

(iv) If You are serving alcohol at the Event, liquor liability insurance, including coverage for bodily injury or property damage with minimum limits of $2,000,000 per occurrence and $5,000,000 general aggregate

All Contractors must keep the following insurance in force with companies licensed to do business in the state or commonwealth where the Shopping Center is located, during the Event Period and such other times as the Contractor occupies the Shopping Center:

(i) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than $1,000,000 each coverage and policy limit;

(ii) Employer's Liability - minimum of $500,000 each accident; $500,000 disease, policy limit; $500,000 disease, per employee;

(iii) Commercial General Liability (naming Owner and Manager as additional insureds) - $1,000,000 per occurrence Combined Single Limit; $2,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury protection and completed operations coverage);

(iv) Auto Liability (if deemed appropriate by Manager) - $1,000,000 minimum;

(v) Property Insurance coverage for tools and equipment brought onto and/or used on the Property by the contractor - an amount equal to the replacement costs of all such tools and equipment; and

(vi) For any Contractors that are providing armed security services for the Event, Commercial General Liability (naming Owner and Manager as additional insureds) which affords limits of not less $2,000,000 per occurrence Combined Single Limit; $5,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury protection and completed operations coverage, and be primary and non-contributory to coverage carried by Owner and its managing agent);

You shall deliver to Us certificates of the insurance required by this Exhibit B. The insurance company or companies providing the insurance required hereunder must have a Best Rating of A-VIII or better. You hereby waive all subrogation rights of Your insurance carrier in favor of Licensor and its partners, beneficiaries, trustees, officers, employees and agents with respect to the property damage and rental loss insurance required to be carried hereunder. If You breach Your obligation to obtain and keep in effect any insurance required by this paragraph, You shall indemnify and hold Licensor harmless against any loss that would have been covered by such insurance.

The certificates required by this Exhibit B will provide either that (i) "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder"; or (ii) "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." Your Commercial General Liability Insurance policies shall name Licensor and its management agent (and any other person or entity as may be requested by Licensor in writing) as additional insureds, as their respective interests may appear, and will be primary, non-contributory and not in excess of any other coverage maintained by Licensor or any other party.

Licensor
SCF Licensee

EXHIBIT C

CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, _____

("Contractor"), in connection with the _____ ("Event") to be conducted at _____ (the "Shopping Center") on or about _____ will indemnify, protect, defend and hold harmless [OWNER] and Jones Lang LaSalle Americas, Inc., their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping Center. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Shopping Center.

Contractor: _____

Name: _____

Date: _____

If a corporation

By: _____

Licensor
Licensee