

Countryside Mall Shopping Center Event License Agreement

This Event License Agreement ("License") is executed on this _____ day of _____, 2023, ("Effective Date") between Jones Lang LaSalle Americas Inc. ("Agent"), as agent for Gregory T. Maloney, President and Chief Executive Officer, Retail, Jones Lang LaSalle Americas, Inc. ("Licensor"), solely in his capacity as Court-appointed receiver for Countryside Mall Shopping Center, pursuant to that certain Order entered on 01/06/2021 in the Circuit Court of the Sixth Judicial Circuit In and for Pinellas County, Florida, Case No. 20-006103-CI ("Order"), and City of Clearwater, Florida ("Licensee"), doing business as Clearwater Police Department ("Trade Name"). Licensee acknowledges that Agent is executing this License solely in its capacity as agent for Licensor and not as a partner or joint venturer with Licensor and that this License is further subject to the effect of the Order. Notice addresses for Licensor and Licensee are as follows:

	Address	Phone	Email
Licensor – Notice	27001 US Highway 19 North Ste 1039, Clearwater, FL 33761	(727) -796-1079	n/a
Licensee – Billing	City of Clearwater Offices One Clearwater Tower, 6th Floor, 600 Cleveland St., Clearwater, FL 33756	(727) 562-4040	jennifer.poirrier@myclearwater.com
Licensee – Notice	City of Clearwater Offices One Clearwater Tower, 6th Floor, 600 Cleveland St., Clearwater, FL 33756	(727) 562-4040	jennifer.poirrier@myclearwater.com

By signing this document, Licensor is giving the Licensee the limited, revocable right to temporarily use and occupy certain space in the Shopping Center (as defined below). Licensee cannot transfer this right to anyone else. This License is not a leasehold interest.

I. THE EVENT

Licensee may occupy the Event Location (defined below) during the Event Period (defined below) only for the purpose of The Clearwater Police Department will offer free shredding for Clearwater residents. The police department will also be collecting unwanted prescription medication. The event will be from 8 a.m. to 2 p.m. April 22, at Countryside Mall, 27001 U.S. 19 N., nearest the intersection of US Highway 19 Countryside Boulevard, south of Whole Foods.

Police officers and solid waste workers will collect and shred any paperwork that Clearwater residents no longer need. Clearwater police also will accept old, unused or expired prescription medication as part of the nationwide Operation Medicine Cabinet that takes place twice a year. Bringing the medication to the police for proper disposal is safer than throwing it in the trash or flushing it down the toilet.

Both drop-offs are meant for Clearwater residents and not for businesses.

Needles and other types of hazardous materials will not be accepted. There is a limit of 10 boxes per vehicle for shredding. (the "Event"). Licensee may not use the Event Location for any other purpose without Licensor's prior written approval. If Licensee uses the Event Location for some other purpose without Licensor's approval, or fails to abide by Licensor's operating rules, as set forth in Exhibit A hereto, Licensee is required to pay Licensor a fee of \$50.00 per day for so long as Licensee continues to do so. Licensor's right to receive this fee from Licensee is in addition to any other rights or remedies Licensor may have under this License, at law or in equity.

II. EVENT LOCATION

Licensee has the right to occupy the following space (the "Event Location"): T995, which is located at Countryside Mall Shopping Center (the "Shopping Center"), the address and telephone number of which are: 27001 US Highway 19 North Ste 1039, Clearwater, FL 33761 and (727) -796-1079, respectively.

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

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

If Licensor does require that Licensee relocate, Licensor will give Licensee five (5) days prior written notice.

III. EVENT PERIOD

Licensee may use the Event Location from 04/22/2023 (the "Commencement Date") until 04/22/2023 (the "Expiration Date") (this entire period will be called the "Event Period"), unless this License is terminated earlier by either party in accordance with the terms of the License.

LICENSOR HAS THE RIGHT TO REVOKE OR TERMINATE THIS LICENSE AT ANY TIME FOR ANY REASON, OR NO REASON AT ALL, IMMEDIATELY UPON WRITTEN NOTICE TO LICENSEE.

IV. 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 electronic payment (per Exhibit E), certified check, or as otherwise directed by Licensor. Payments will be considered "made" when Licensor actually receives them. Any overdue amount from Licensee will accrue interest from the date due through the date of payment at the rate of 1.5% per month or the highest rate permitted by law, whichever is less. In addition to interest, if any of Licensee's payment(s) hereunder are more than 10 days late, Licensee must pay Licensor a late charge equal to 5% of the amount due or \$50.00, whichever is greater. Licensee's payment of interest and late charges will not prejudice Licensor's rights to pursue other remedies available under this Agreement, at law or in equity.

V. EVENT ELEMENTS

By the "Delivery Date" specified on Exhibit A, Licensee must deliver to Licensors 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 Licensors' review and approval. Licensors will review and approve or reject in writing, in Licensors' sole discretion, all Event Elements. Licensors reserves 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. Licensors will provide to Licensee the services specified on Exhibit A in connection with the Event (the "Services").

VI. SECURITY DEPOSIT

When Licensee signs this License, Licensee must also give Licensors a security deposit of \$0.00 ("Security Deposit"), as security for the performance of Licensee's obligations under this License. Licensee cannot use the Security Deposit as payment of any installment of the Base License Fee, or to reduce any other charges that Licensee may owe Licensors. Licensors may use the Security Deposit to offset any damages, beyond normal wear and tear, to the Event Location or the Unit or may apply the Security Deposit against any License Fee or other charges Licensee owes under this License. Licensors may also use the Security Deposit to reimburse others for returns of merchandise or to rectify complaints made by Licensee's customers. Licensee agrees that Licensors can keep the Security Deposit if Licensee does not occupy the Event Location and conduct business there pursuant to this License for the entire License Period, unless this License is terminated by Licensors prior to the Expiration Date due to reasons other than Licensee's default. Even if Licensors terminates the License before the end of the License Period, Licensors may still keep part or all of the Security Deposit to offset any damages to Licensors' property or unpaid amounts due under the License. If Licensee stays for the entire License Period, and makes all the payments required under this License, the Security Deposit (or what remains of it, after Licensors has deducted amounts for damages) will be refunded to Licensee. After Licensors refunds the Security Deposit to Licensee, Licensors will have no further obligation to anyone with respect to the Security Deposit.

VII. ADDITIONAL PROVISIONS

The Exhibits attached hereto are a part of this License.

VIII. TERMS AND CONDITIONS

1. **Hours of Operation.** The Event must be open for business during the hours set forth in Exhibit A. Licensee must pay Licensors \$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 License. Licensee agrees that this amount is a reasonable estimate of the damages that Licensors would suffer if the Event is not open during the hours set forth in Exhibit A.

2. **Sales Reports/Audit.** This section intentionally omitted.

3. **Condition of Event Location.** Licensee has inspected the Event Location and accepts it "as is" and "where is" with no representation or warranty by Licensors as to its condition, or its suitability or fitness for the Event. Licensee understands that Licensors has no obligation to improve or repair the Event Location unless stated otherwise elsewhere in this License. At Licensee's expense, Licensee must maintain the Event Location in good, clean and safe condition and make all necessary replacements and repairs. If Licensee does not fulfill its obligations to repair and maintain the Event Location, Licensors has the right to do this for Licensee, without responsibility for any damage caused by Licensors' work. Licensors also has the right to make any emergency repairs. Licensee shall immediately reimburse Licensors for any cost Licensors incurs in performing any maintenance or repair work, plus a 20% administrative fee. Licensee may not make any alterations, additions or improvements to the Event Location without Licensors' prior written consent.

4. **Event Set-up and Operation.** Licensee must coordinate the set up and take down with the Licensors, and in accordance with the schedule set forth in Exhibit A. At Licensors' request, Licensee will provide an on-site coordinator for set-up and tear-down of the activities governed by this License. The scheduling of all set up and take down is subject to Licensors' absolute discretion. Licensee shall submit in advance all plans related to the location of equipment, set-up and take-down, time and dates of display. Licensee has the sole responsibility for conducting the Event, which may include the erection and installation of any Event Elements authorized by Licensors, unless erection and installation are included in the Services specified in Exhibit A. Licensee shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center that is caused by Licensee, any of its 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. Licensee is required to follow Licensors' operating rules, as set forth in Exhibit A.

5. **No Exclusives.** This License does not give Licensee 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 Licensee does.

6. **Contractors.** Licensee is responsible to procure any and all Contractors necessary for the Event. Licensee must provide Licensors 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 Licensors approves in writing will be permitted to enter the Event Location. Licensors will not approve of, or permit, any such Contractor to enter the Event Location, until Licensors has received from such Contractor (i) a certificate of insurance evidencing coverage required by this License, listing Licensors and Agent as an additional insured, and (ii) an original of Exhibit C attached hereto, signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be at Licensors' sole and absolute discretion. Subject to Licensors' approval of the Event and the Event Elements, Licensors will provide to Licensee and each authorized Contractor access to the Event Location during the Event Period in accordance with this License. Licensee and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Licensors, and as needed to perform its obligations under this License.

7. **Termination.** Upon termination of this License for any reason, Licensee 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 License, 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 License will terminate automatically if the Event Location is damaged due to fire or any other event of casualty or condemnation. Licensee will have no recourse against Licensors or its affiliates as a result of any such casualty or condemnation. Upon termination of this License for any reason, Licensee must vacate

the Shopping Center, and its occupancy or activity thereafter at the Shopping Center is a trespass. If Licensee does not surrender possession of the Event Location upon termination of this License, Licenser may immediately remove all Licensee's property from the Event Location and store any such property at Licensee's expense for up to 30 days. If Licensee's property is not removed by Licensee within this 30-day period, it is conclusively presumed to be abandoned. Licenser may dispose of such property in any way it may deem appropriate, without obligation or liability to Licensee or parties claiming by or through Licensee. If Licensee holds over after termination of this License, effective as of the day following termination, all charges due from Licensee hereunder will continue to accrue and will be increased by 50%. If Licenser commences an action to remove Licensee as a result of Licensee's failure to surrender possession, Licensee shall pay all costs and expenses incurred by Licenser as a result of such action, including attorneys' fees and court costs. **LICENSEE HEREBY WAIVES 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 LICENSE.**

8. **Intellectual Property Rights.** Each party owns or acts as receiver for, and shall retain all right, title and interest in and to 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. Licensee shall not, while this License is in effect or thereafter, use or permit the use of Licenser's name or the name of any affiliate of Licenser, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials without Licenser's prior written consent. Licensee agrees that Licenser may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Licensee's Marks and/or other materials displayed at the Shopping Center during the Event Period. Licensee agrees that Licenser shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center. Licensee represents and warrants that the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this License 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.

9. **Insurance.** Licensee must maintain, and require its Contractors to maintain, as applicable, the insurance set forth in Exhibit B.

10. **Indemnity.** From and after the Effective Date, Licensee shall indemnify, hold harmless and, at Licenser's option, defend Licenser, Agent, and mortgagee, if any, and any of its respective heirs, successors, assigns, principals, partners, members, shareholders, officers, agents, attorneys, servants, employees, managers, and contractors, and any fee owner or underlying lessor of the Shopping Center from and against all claims, actions, damages, liability losses (including economic losses), costs, expenses, and liens, including without limitation reasonable attorneys' fees and expenses that Licenser incurs 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 the Unit or Licensee's operations, the condition, use, maintenance, repair or occupancy of the Event Location, or in any way arising out of Licensee's activities in the Event Location, common areas, or other portions of the Shopping Center, or the activities of Licensee's sublessees or their respective agents, employees, servants, invitees or contractors. Licensee shall not permit any lien or claim of lien to be filed against the Event Location, and in the event a lien is filed against the Event Location then Licensee shall, within five (5) days of such filing satisfy the lien or transfer the lien to bond or other security, thereby clearing the lien from Licenser's title.

11. **Waiver and Release.** Neither Licensee nor Agent, or any of their respective agents, servants, employees or contractors, neither Licenser, nor Licenser's management agent nor either of their respective agents, servants, employees or contractors shall be liable for, and Licensee hereby waives and release all claims for loss of life, personal injury or damage to property or business sustained by Licensee or any person claiming through Licensee 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; Licenser's 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 Licensee's property or that of others; delay or cessation in the start or conduct of Licensee's business; and acts or omissions of persons in the Event Location or other tenants or occupants of the Shopping Center. In addition, Licensee hereby waives any and all right of recovery, claim, action or cause of action against Licenser and Agents, and their respective 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 License, regardless of cause of origin.

12. **Assignment.** Licensee may not sell, assign, mortgage, pledge, sublicense, concession, or in any manner transfer, this License 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.

13. **Default of Licensee.** If (i) Licensee shall fail to pay when due the License Fee, or any additional fees or other charge required to be paid under this License, or (ii) if Licensee shall fail to perform or comply with any other term, condition or covenant on the part of Licensee to be observed herein, then, in any such event, Licensee shall be in breach hereunder and Licenser, at its option, any time thereafter, may terminate this License by notice to Licensee and, upon service of said notice, this License and the Term hereunder shall be terminated and Licensee shall immediately vacate the Event Location and the Property in accordance with the provisions of this License. If Licensee shall fail to vacate the Event Location and the property at the expiration of the Term, whether after Licensee's breach or otherwise, Licenser may re-enter the Event Location and remove Licensee and all persons, fixtures and property occupying the Event Location and Licenser shall not be liable for any damages resulting therefrom. Upon a breach by Licensee hereunder Licenser shall also have all other rights available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Licensee. If Licenser shall terminate this License after breach by Licensee, without limitation to any other right or remedy of Licenser, Licensee shall be liable to Licenser, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Fees due hereunder for the remainder of the Term less the fair market value of the Event Location for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Licenser to find a replacement Licensee satisfactory to Licenser, in Licenser's sole discretion, for the Event Location. If Licensee shall fail to comply with and perform any of Licensee's obligations herein contained, Licenser shall have the right, but not the obligation, to perform any such obligations, and Licensee shall pay to Licenser on demand a sum equal to the amount expended by Licenser in the performance of such obligations plus interest at the Default Rate. Notwithstanding anything to the contrary in this License, any default by Licensee or any Affiliate (as hereinafter defined) of Licensee as to any obligation of Licensee or any of its Affiliates in favor of Licenser or Licenser's Affiliates with respect to any other license, lease, or agreement between Licenser (or an Affiliate of Licenser) and Licensee (or an Affiliate of Licensee) may, at Licenser's sole and exclusive option, constitute

a default under this License, and Licenser will have all remedies available at law and in equity. For purposes of the foregoing, "Affiliate" shall be deemed to mean, as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, as under common control with, that person or entity.

14. Default and Liability of Licenser. If Licenser shall fail to perform any obligation under this License required to be performed by Licenser, Licenser shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Licensee or such additional time as may be required due to force majeure circumstances. If Licenser shall fail to cure within the time permitted for cure herein, Licenser shall be subject to such remedies as may be available to Licensee (subject to the other provisions of this License), provided Licensee shall in no event have the right of self-help to perform repairs or any other obligation of Licenser and, further, Licensee shall have no right to withhold, set-off, or abate Fees, or to terminate this License on account of an alleged default by Licenser. Licensee hereby agrees and acknowledges that neither Licenser nor Agent, nor any of their respective directors, members, officers, employees, agents, and/or attorneys, shall have any personal liability for any obligations that may arise hereunder, and Licensee hereby acknowledges and agrees that it shall not otherwise file suit against Licenser or Agent, or take any other legal action against Licenser or Agents without first obtaining an order from a court of competent jurisdiction permitting such action. If Licenser is found by a court of law to have failed to perform its obligations in accordance with any of the provisions of this License, any money judgment resulting from such failure shall be satisfied only out of Licenser's interest in the Shopping Center, and Licenser and its directors, employees, agents, members or principals, shall have no personal liability hereunder. Furthermore, none of the foregoing parties shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any such judgment. Licensee hereby waives any right to satisfy a judgment against Licenser except from Licenser's interest in the Shopping Center. Licensee further acknowledges and agrees that: (a) this License is subject to the terms and conditions of the Order; and (b) Licenser's obligations and liability under this License are limited by the terms of the Order. In particular, Licensee acknowledges and agrees that, pursuant to Paragraph 5(e) of the Order, Licenser's liability under this License is and shall be limited to the assets of the receivership, and neither the Licenser nor any person or entity engaged by the Licenser shall be personally liable for any duly authorized actions properly and lawfully taken pursuant to the Order. The term "Licenser", as used in this paragraph, shall mean only the Licenser or Licensers at the time in question of the fee title or interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Licenser herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability with respect to Licenser's obligations thereafter to be performed.

15. Waiver. Failure by either party to require the other to perform any terms of this License will not prevent the party from later enforcing that term. No term of this License will be deemed waived unless waived in writing by the waiving party. If Licenser accepts a payment of any money due from Licensee under this License, Licenser is not waiving any prior breach by Licensee of any term of this License, other than Licensee's failure to make the particular payment that Licenser accepted. This is true whether or not Licenser knew that Licensee had breached this License at the time Licenser accepted payment from Licensee.

16. Miscellaneous. This License becomes valid and effective only when signed and delivered by both parties. This License supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. This License may be modified only by a written instrument executed by both parties. This License shall be governed and construed in accordance with the laws of the state or commonwealth where the Shopping Center is located without regard to its conflict of laws principles. The venue for any litigation arising from or relating to this License, or the license granted hereunder, shall lie exclusively in a court of competent jurisdiction in and of the county, state, or commonwealth where the Shopping Center is located and Licenser and Licensee consent to the jurisdiction of such courts and waive any objections to such jurisdiction. Licenser has no personal liability with respect to this License. If Licenser breaches this License, Licensee can look only to Licenser's interest or the assets of the receivership in the Shopping Center to satisfy any claim against Licenser. Licenser may be a party to one or more agreements with a mortgagee, beneficiary of Licenser, department store, mall occupant, or other party. This License is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. Licensee agrees to keep the terms of this License confidential, and shall not disclose them to a third party. If any provision of this License 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 License did not contain that part, term or provision held to be illegal, invalid or unenforceable. Licensee acknowledges that Jones LaSalle Americas, Inc. is executing this License in the capacity of Agent for Licenser and not as partner or joint venturer with Licenser.

17. 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 License, or to such other address as notified in writing by Licensee. Notices to Licenser 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 Licenser's address(es) set forth in the first paragraph on page 1 of this License, or to such other address as notified in writing by Licenser. 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.

18. No Personal Liability. Notwithstanding anything to the contrary in this License, neither Licenser nor Agent shall have any personal liability for the payment of any amount or the performance of any obligation arising under or relating to this License.

19. Access to Event Location. Licenser reserves the right to enter upon the Event Location at all reasonable hours for the purpose of inspecting the same, or the use thereof by Licensee, or for making emergency repairs. The exercise by Licenser of any of its rights herein shall not be deemed an eviction or disturbance of Licensee's use and possession of the Event Location.

20. Costs of Litigation. If Licenser, or its agents or employees shall without fault on their part be made a party to any litigation arising out of any act or omission of Licensee, Licensee shall pay all costs and expenses, including reasonable attorneys' fees, incurred by said parties on account of said litigation. Licensee shall also reimburse Licenser for all costs and expenses incurred by said parties, including reasonable attorneys' fees, in enforcing the provisions of this License. Any sums due from Licensee to Licenser, not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less (the "Default Rate").

21. Conflict. The term of this Agreement, and relationship of the parties hereto, shall be governed in all respects by the Order (as defined below). In the event of a conflict between the terms of this Agreement and the term of the Order, the Order shall control. Order shall be defined herein as that certain Circuit Court of the Sixth Judicial Circuit In and for Pinellas County, Florida entered on 01/06/2021 in Case No. 20-006103-CI.

Tenant #10074934
Agreement # 3591121

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

LICENSOR

By: Jones Lang LaSalle Americas Inc.

as agent for Gregory T. Maloney, President and Chief Executive Officer, Retail, Jones Lang LaSalle Americas, Inc., solely in his capacity as Court-appointed receiver for Countryside Mall Shopping Center, pursuant to that certain Order entered on 01/06/2021 in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 20-006103-GI,

By: _____

Print Name: _____

Title: _____

Date: _____

Jay Batsch
Jay Batsch
General Manager
1/19/23

LICENSEE

By: City of Clearwater, Florida,

By: _____

Print Name: _____

Title: _____

Date: _____

Jennifer Poirrier
Jennifer Poirrier
Interim City Manager

Countersigned:

Frank Hibbard
Mayor

Approved as to form:

Melissa Isabel
Melissa Isabel
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

[Signature]
Licensor
Licensee

EXHIBIT A

1. EVENT FEE

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

The Base License and Other Fees, plus applicable tax, listed below are due and payable on each date listed in the 'Due Date' column

Due Date	Base Fee	Additional Fee	Utility Fee	Tax*	Total Fees + Tax*
04/22/2023		0.00		0.00	0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

* Tax charge is calculated based on the tax rate in effect as of the execution date of this License. Should the tax rate change during the term of this License, Licensor shall notify Licensee in writing of the change to the tax rate by the applicable taxing authority. Licensee shall be responsible for additional or reduced tax charges based on the applicable tax rate change by the taxing authority.

Submission of Payments: (See Exhibit E for Electronic Payment information)

Make certified checks payable to: Countryside Mall LLC
and send them to the following address: PO Box 50184, Los Angeles, CA 90074-0184

Licensee Obligations: Licensee must:

- Confirm required vendor Certificate of Insurance is on file.
- Make sure that all equipment and trash is removed from the property.

2. EVENT ELEMENTS, EVENT LOCATION

Licensee may hold the Event within the Event Location only for the purpose of The Clearwater Police Department will offer free shredding for Clearwater residents. The police department will also be collecting unwanted prescription medication. The event will be from 8 a.m. to 2 p.m. April 22, at Countryside Mall, 27001 U.S. 19 N., nearest the intersection of US Highway 19 Countryside Boulevard, south of Whole Foods. Police officers and solid waste workers will collect and shred any paperwork that Clearwater residents no longer need. Clearwater police also will accept old, unused or expired prescription medication as part of the nationwide Operation Medicine Cabinet that takes place twice a year. Bringing the medication to the police for proper disposal is safer than throwing it in the trash or flushing it down the toilet. Both drop-offs are meant for Clearwater residents and not for businesses. Needles and other types of hazardous materials will not be accepted. There is a limit of 10 boxes per vehicle for shredding. (the "License Use"). Licensee may not use the Event Location for any other purpose without Licensor's prior written approval.

The Event Location is currently located in location number T995 (See Exhibit D).

3. OPERATING RULES

- Licensee must observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Event Location or the Event.
- Licensee shall procure and keep in full force and effect, at Licensee's 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 License. Licensee must notify Licensor immediately if Licensee fails 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 Licensor ten (10) days prior to commencement of the Event. The provision of such permits or licenses to Licensor is a condition precedent to any access to the Event Location.
- Licensee 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.
- Licensee must conduct the Event in a professional, first-class and tasteful manner in accordance with Licensor's rules and regulations, as well as reputable business standards and practices.
- Licensee may not keep or display any merchandise outside of the Event Location or otherwise obstruct these areas;

Licensor

Licensee

- (f) Licensee's employees and Contractors must wear appropriate professional attire at all times while at the Shopping Center;
- (g) Licensee 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 Licensor's prior written consent;
- (h) Licensee 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) Licensee and its 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 Licensor. Licensee 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, Licensee 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) Licensee shall furnish and pay for all labor needed to set up and take down displays, if any.
- (o) Licensee must furnish all display fixtures, the design, size, and quantity of which will be subject to Licensor's 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 Licensee must pay for the cost of removal and storing any such fixtures.
- (p) Licensee shall furnish the Shopping Center's Marketing Manager or General Manager with emergency telephone numbers and a forwarding address for future reference.
- (q) Licensee must secure and be responsible for the display at the Event Location at close of business.
- (r) Licensee shall abide by all rules and regulations that Licensor establishes 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) Licensee 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) Licensee must hire and pay for the security officers that Licensor deems necessary for the Event. Licensee must obtain Licensor's advance approval with respect to the security personnel hired, and Licensor may impose reasonable restrictions including insurance or bond requirements upon such personnel.
- (y) Unless otherwise provided herein, Licensor will not provide tools or equipment. These are Licensee's responsibility.

 _____ Licensor
_____ Licensee

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee must keep the following insurance in force with companies licensed and authorized 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 License, 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 (if applicable, in the case of food and/or beverage being prepared and sold on-site, these limits shall be \$5,000,000 per occurrence and \$5,000,000 general aggregate):

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 Licensee 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
- (v) 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:
- 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;
 - Employer's Liability - minimum of \$500,000 each accident; \$500,000 disease, policy limit; \$500,000 disease, per employee;
 - Commercial General Liability (naming Licensor and Agent 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);
 - Auto Liability (if deemed appropriate by Agent) - \$1,000,000 minimum;
 - Property Insurance coverage for tools and equipment brought onto and/or used at the Shopping Center by the contractor - an amount equal to the replacement costs of all such tools and equipment; and
 - For any Contractors that are providing armed security services for the Event, Commercial General Liability (naming Licensor and Agent 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 Licensor and its Agent);

The following insurance requirements pertain to all service vendors working on Countryside Mall property. A Tenant's general contractor, and sub-contractors involved with any in-store construction, are responsible for obtaining the proper insurance and endorsement. A primary policy or primary policy plus an umbrella policy can generally satisfy liability requirements.

• Commercial General Liability Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not be limited to, contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

- o \$1,000,000 Per Occurrence Limit
- o \$2,000,000 General Aggregate Limit

This coverage shall be primary to Receiver and Agent's coverage and Receiver and Agent's coverage shall be noncontributory.

• Excess or Umbrella Liability. Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.

- Worker's Compensation - Statutory Limits

o Employers' Liability With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

• Commercial Automobile Liability Combined Single Limit - \$1,000,000 per accident. Such insurance shall cover injury (or death) and property damage arising out of the Receivership, maintenance or use of any private passenger or

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commercial vehicles and of any other equipment required to be licensed for road use.

- Need to attach copy of your policy's Additional Insured End't as follows:

o Countryside Mall LLC

o Jones Lang LaSalle Americas, Inc.

o Gregory T. Maloney, solely in capacity as Receiver for Countryside Mall LLC, as appointed by Order of the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Civil Division, Case No. 20-006103-CI

o Deutsche Bank Trust Company Americas, As Trustee, For The Registered Holders of Morgan Stanley Bank Of America Merrill Lynch Trust 2013-C11, Commercial Mortgage Pass-Through Certificates, Series 2013-C11, Acting By And Through Midland Loan Services, A Division Of PNC Bank, National Association, Acting Solely In Its Capacity As Special Servicer

o U.S. Bank National Association, As Trustee, For The Registered Holders Of Morgan Stanley Bank Of America Merrill Lynch Trust 2013-C12, Commercial Mortgage Pass-Through Certificates, Series 2013-C12, Acting By And Through Midland Loan Services, A Division Of PNC Bank, National Association, Acting Solely In Its Capacity As Special Servicer

- The notice of cancellation/material change must show 30 days

- Please forward this request to your insurance agent and ask that they send a Certificate of Liability Insurance (ACORD 25) to:

CERTIFICATE HOLDER:

Countryside Mall, LLC. 06-1130758

c/o Jones Lang LaSalle

27001 US Hwy 19 N. Suite 1039

Clearwater, FL 33761

Phone: (727)-796-1079

Licensee has and will be maintaining on the date of the event the following insurance coverages:

Auto Liability, General Liability, Police Professional Liability, and Public Official Liability: Excess Insurance: \$5,000,000 (\$10,000,000 Aggregate) with Ambridge (formerly named BRIT/Lloyds of London) with self-insured retention of \$500,000 for the policy period 10/01/22 - 10/01/23.

Workers' Compensation: Statutory coverage per Occurrence with self-insured retention of \$600,000. Excess Insurance via Safety National for the policy period 10/01/23 - 10/01/24.

Emergency Medical Services (EMS) Medical, Professional Liability and Commercial General Liability: \$5,000,000 per Occurrence limit/\$10,000,000 Aggregate with Ambridge (formerly named BRIT/Lloyds of London) with a self-insured retention of \$25,000 for the policy period 10/01/22 - 10/01/23.

Property: \$100,000,000 per occurrence for the policy period 4/01/2023 - 4/01/2024 after either:

- \$100,000 self-insured retention for perils other than named storm OR
- 5% self-insured retention per value per unit for named storm, with a \$100,000 minimum per occurrence and no maximum deductible.
- NFIP limits for Zones A and V.
- Loss Payee: Owners of property to the extent of their interest in the property being leased or rented by the City of Clearwater, per

the

agreement.

Licensee shall deliver to Licensor 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. Licensee hereby waives all subrogation rights of Licensee's 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 Licensee breaches its obligation to obtain and keep in effect any insurance required by this paragraph, Licensee shall indemnify and hold Licensor harmless against any loss that would have been covered by such insurance.

The certificates required by this paragraph 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." Licensee's 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

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 Gregory T. Maloney, President and Chief Executive Officer, Retail, Jones Lang LaSalle Americas, Inc. ("Licensor"), as Court-appointed receiver for Countryside Mall Shopping Center, and Jones Lang LaSalle Americas Inc. ("Agent"), as well as their respective agents, parent companies, subsidiaries and affiliates, and their respective employees, agents, officers, members, managers, 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 Advertising Display 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: _____

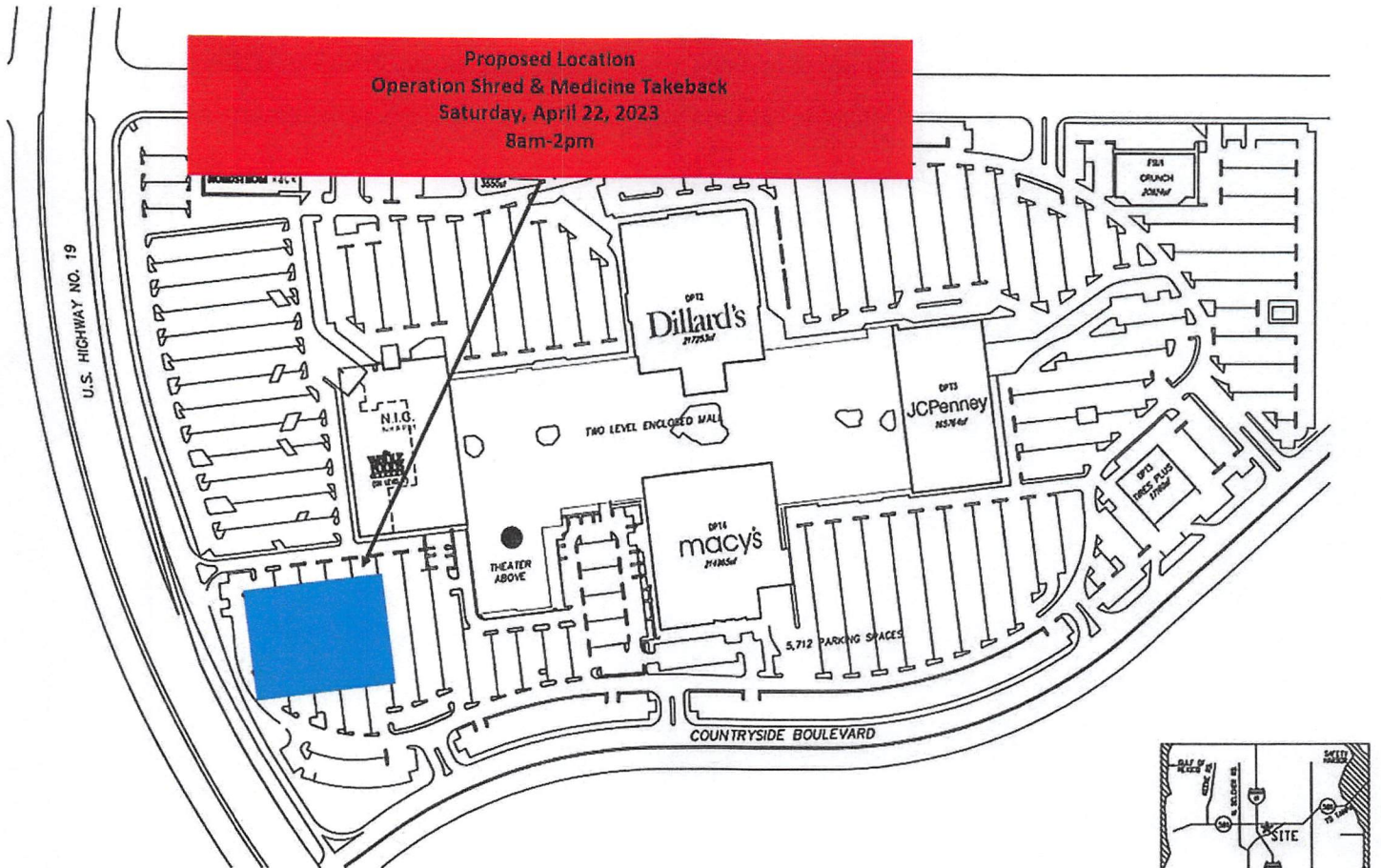
Date: _____

If a corporation _____

By: _____

EXHIBIT D

EVENT LOCATION



**EXHIBIT E
TENANT PORTAL PROGRAM
AGREEMENT TO ELECTRONIC PAYMENT & SALES REPORTING**

Instructions: Please complete this Agreement to Electronic Payment and Sales Reporting exhibit in its entirety and make a copy for your records.

The undersigned, on behalf of City of Clearwater, Florida ("Licensee"), hereby agrees to initiate electronic payments via the Yardi Commercial Café Portal ("Tenant Portal") to Licenser for all sums due in accordance with the terms and conditions as set forth herein. It is agreed that these payments will be authorized by Licensee via payment methods available within the Tenant Portal. Licensee understands that if alternative payment method(s) other than direct ACH are used by Licensee, Licensee will be responsible to pay related transactional and/or processing fees, as determined by financial institutions, credit card networks, and/or payment processors, as applicable.

Licensee will promptly and without delay notify Licenser in writing if the authorized Tenant Portal User provided below should be changed or replaced with a different authorized Tenant Portal user. Should Licensee be unable to access the Tenant Portal for electronic payment, Licensee will immediately contact Licenser to resolve access issues. Licensee's inability to access the Tenant Portal to make electronic payments in no way limits Licensee's obligations to make payments to Licenser under the terms herein.

In addition, Licensee hereby agrees that all required reporting of Gross Sales information, in accordance with the terms and conditions above, will be reported in the Tenant Portal within the time frame required.

This authorization will remain in effect until written notice of termination is delivered from the Licensee to the Licenser in such time and in such manner so as to afford the Licenser a reasonable opportunity to act thereon. In no event shall such termination be effective as to entries processed prior to receipt of such notice.

Authorized Tenant Portal User

(Printed Name)

(Email)

Authorized by:

(Signature of Licensee Authorizing Party)

(Printed Name)

(Date)