



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 12/16/25

Item Title: MOU Between Sunrise Mall and BISD X Action
For Student Performances Information
Discussion

BACKGROUND:

Every year students from Brownsville ISD showcase their performances at Sunrise Mall. The Sunrise Mall License agreement will allow Brownsville ISD permission to engage in certain act's upon the Licensor's premises upon the terms and conditions det forth herein the license agreement between Sunrise Mall and Brownsville ISD.

FISCAL IMPLICATIONS:

Categorical Funding: 199 \$25.00 yearly

RECOMMENDATION:

Recommend the approval of the Sunrise Mall License Agreement between BISD and Sunrise Mall to provide to students with the opportunity of performing at sunrise mall in the amount of \$25.00 from January 1, 2026 to December 31, 2026. Categorical Funds: 199 for \$25.00.


Michael Garcia

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO


Miguel Salinas

Reviewed by: Staff Attorney


Dr. Nellie Cantu

Approved by: Deputy Supt/Chief Officer


Dr. Jesus H. Chavez, Superintendent

4/14/25
When Necessary, Additional Background May Follow This.

LICENSE AGREEMENT

Common Area Location

Prepared: 10/31/2025 10:12 AM
CBL Agent: Samantha Barnes
Project #: 100-0608
Deal Type: Interior Show
Lease Type: Renewal

THIS LICENSE AGREEMENT (the "License") is made on _____, by and between the parties listed below and referenced herein as **Licensor** and **Licensee** and, if applicable, **Guarantor**, jointly and severally if more than one is listed, joining in to show consent and to acknowledge Guarantor's liability for Licensee's obligations herein.

This License grants the **Licensee** permission to engage in certain acts upon the **Licensor's** premises upon the terms and conditions set forth herein. In consideration of the agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

1. Reference Provisions and Terms:

A. Parties and Contact Information:

Licensor	Licensee	Guarantor
Legal Entity: CBL SM-Brownsville, LLC, a Texas limited liability company by CBL & Associates Management, Inc., its managing agent	Legal Entity: Brownsville Independent School District	Legal Entity:
Mall Name: Sunrise Mall	D/B/A: BISD	
Contact: Samantha Barnes	Contact: Jesus H Chavez	Contact:
Address: 2370 N Expressway Suite 1339	Address: 1900 East Price Road	Address:
Address: Brownsville TX 78521	Address: Brownsville TX 78521	Address:
Phone: (956) 541-5302	Phone: (956) 548-8000	Phone:
Email: samantha.barnes@cblproperties.com	Email: malmanza1@bisd.us	Email:

Billing Contact Name:	Billing Contact Phone:	Billing Contact Email:
Jesus H Chavez	(956) 548-8000	malmanza1@bisd.us

"CBL Tenant Portal" is available for Licensee payments and sales submittal as defined herein. Licensee's access to the portal and account information will be associated with the Billing Contact Email address above. An email will be sent to the Billing Contact Email address for initial set up, password creation, and ongoing access.

Fee Remittance Address:	CBL SM-Brownsville, LLC PO Box 8674 Carol Stream IL 60197-8674
Sales Remittance Email:	sales.sunrise@cblproperties.com

- B. D/B/A: Licensee shall occupy and use the License Area only under the trade name referenced above which shall not be changed without Licensor's prior written consent.

C. License Area and Duration:

Unit	Square Footage	Start Date	End Date
FCSTAGE	100.00	01/01/2026	12/31/2026

- (i) **License Area:** Licensee's rights under this License shall be limited to the unit(s) described herein and as shown on Exhibit A attached hereto and made a part hereof ("License Area") located at Sunrise Mall (the "Shopping Center") situated at 2370 N Expressway Suite 1339, Brownsville, TX 78521.
- (ii) **Relocation:** Licenser reserves the right to move, relocate, adjust, or substitute the License Area, in Licenser's sole discretion, by providing Licensee twenty-four (24) hours' advance written notice of relocation. Licenser shall make reasonable efforts to do so in such a way as to be least disruptive to Licensee's business operations.
- (iii) **Revocation:** The License granted by virtue of this License may be revoked by Licenser in its entirety or at Licenser's option, with respect to any License Area, at any time in Licenser's sole and absolute discretion for any reason or no reason upon not less than twenty-four (24) hours' written notice to Licensee. Licensee shall not be entitled to reimbursement or compensation for any purported claim, cost, fee, charges, damages, or losses sustained as the result of any revocation by Licenser. Upon service of the notice of revocation from Licenser, Licensee shall: (i) remove all of Licensee's property in accordance with Section 8 of this License and within the time period set forth in the notice (if no time period is set forth in the notice then the time periods specified in this section shall apply); and (ii) pay all charges due under this License through the revocation date.

D. Fees:

One Time Fee(s):						
Description	Unit	Start Date	End Date	Fee	Total Fee	Due Date
Recurring Fee(s) and Term Fee(s):						
Description	Unit	Start Date	End Date	Fee	Total Fee	
STR Interior Shows Base Rent	FCSTAGE	01/01/2026	12/31/2026	\$25.00	\$25.00	

- i) Licensee shall pay Licenser without notice, demand, deduction, or setoff, at the remittance address or "CBL Tenant Portal" in Section I(A) all Fees, Fixed Additional Fees, and Percentage Fees listed herein including any applicable sales tax, by debit card, credit card subject to applicable processing fees, company check, certified check, or money order. Fees and Fixed Additional Fees shall be paid as follows:
 - a. **One-Time Fee(s):** Payable on or before the Due Date referenced in the One-Time Fee(s) Chart.
 - b. ~~Recurring Fee(s): Payable on or before the Start Date and monthly thereafter on the 1st day of each month through the End Date for that period. Recurring Fee(s) shall be defined as a fee for each month of the period as defined by the Start Date and End Date. If the "Total Fee" equals the Fee multiplied by the number of months in the period, it would be considered a Recurring Fee.~~
 - c. ~~Term Fee(s): Payable on or before the Start Date for each period. Term Fee(s) shall be defined as a one-time fee for a period(s) as defined by the Start Date and End Date. If the "Total Fee" equals the "Fee" for any period, it would be considered a Term Fee.~~
- ii) Licenser and Licensee hereby agree Licensee's obligation under this License Agreement will commence the earlier of Licensee's opening for business or the Start Date as defined herein. In the event Licensee opens prior to the Start Date, Fees and Fixed Additional Fees will be prorated accordingly including the calculation of Percentage Fees. Licensee agrees Gross Sales will include sales generated from the date Licensee opens for business.

E. Percentage Fee: Intentionally Omitted

F. Utilities and Services: Licenser shall be solely responsible for and shall promptly pay for all fees, deposits and charges, and the like, for electrical, water, and sewer used in or upon or furnished to the License Area. However, if any utility service is metered separately, Licensee will pay such fees, deposits, and charges as

billed either directly to the service provider or as reimbursement to Licensor. Licensee shall be solely responsible for and shall promptly pay for all fees, deposits and charges, and the like, for any other service used in or upon or furnished to the License Area including gas, burglar alarm, telephone, television, cable, internet, wi-fi or other data service.

G. ~~Late Fees: There shall be a late charge of Seventy Five Dollars (\$75.00) for Licensee's failure to pay when due any installment of Fees, Percentage Fee, or any other sum payable to Licensor under the terms of this License.~~

H. Advertising Fee: Intentionally Omitted

I. Security Deposit: \$0.00. Status: Waived

J. Use: The License Area shall be occupied and used by the Licensee solely for the purpose of:

- (i) Several schools of Brownsville independent schools performing for Holiday performances Charro day/Christmas.
- (ii) Licensee shall provide, store and/or stock in the License Area only such services and merchandise as Licensee is permitted to offer for sale in the License Area pursuant to this License.
- (iii) Licensee is responsible for obtaining any licenses, authorizations, or permits required for the type of activity to be carried on at or for the use of the License Area. No unlawful activities shall be permitted in the use of the License Area. Licensee shall comply with all laws, ordinances, orders, and regulations affecting the use or occupancy of the License Area. Licensee shall be solely responsible for any and all taxes, fees and assessments on the assets, business or capital of Licensee, and any taxes, fees for use, copyright or license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof.
- (iv) Licensee shall not make, store, use, treat, or dispose of any "hazardous substance," "contaminant," or "pollutant" (as those terms are defined under any federal, state, and local law or regulation, or common law, pertaining to health, safety, or environmental protection, as from time to time amended, referred to herein in the aggregate as "hazardous substance laws") on or about the License Area.
- (v) The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted.

K. Additional Provisions between Licensor and Licensee: None.

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2. **Duration:** The Term shall commence on the Start Date listed in Section 1(C). (the “Start Date”) and shall end on the End Date listed in Section 1(C). (the “End Date”), unless the License referenced in this License is revoked earlier by Licensor as permitted herein. Licensor shall not be liable to Licensee for any delay in the Start Date, regardless of cause.

If a term that is not contiguous and includes multiple start and end dates, Licensee acknowledges and agrees that during any period of time where Licensee does not have the right to use and occupy a particular License Area, Licensor may permit any other party to use and occupy the License Area for any reason whatsoever.

3. **Fixed Additional Fees:** Fixed Additional Fee is hereby defined as Licensee’s contribution towards the common area maintenance and real estate taxes of the Shopping Center as well as any other contributions or reimbursements to Licensor as specifically defined herein including but not limited to HVAC maintenance or trash removal.
4. **Gross Sales: Intentionally Omitted.**
5. **Security Deposit:** Upon execution of this License, Licensee shall deposit the Security Deposit listed in Section 1(I) as a surety for the performance by Licensee of the terms of this License or for any sum which Licensor may expend by reason of Licensee’s default under this License. Provided Licensee complies with all the terms of this License Agreement, such security will be returned to Licensee, within thirty (30) days after the expiration or earlier termination of the term of this License there shall be an accounting with payment to Licensor or reimbursement to Licensee, as the case may be, of the Security Deposit. At Licensor’s option, Licensor may return the security (or requirement of any required additional funds) by electronic money transfer, ACH, or similar method, in which case Licensee will reasonably cooperate with Licensor to effectuate such transfer. As used in this paragraph, the term “expiration” shall be the later of Licensee’s vacating the License Area or latest End Date listed in Section 1(C).
6. **Operating Requirements:** Licensee shall keep the License Area open for business at all times as designated by Licensor. Licensee shall operate in the entire License Area continuously and uninterruptedly, and in a first-class manner. Licensee shall observe all operating rules and regulations for the Shopping Center and Licensee’s occupancy. For each License Area where Licensee fails to operate as required herein, after Licensee’s third violation of its failure to so operate, then in addition to Licensor’s other available remedies set forth in this License, at law and in equity, Licensee agrees to pay Licensor \$100.00 per day as liquidated damages, and not as a penalty, for any period of noncompliance.
7. **Event of Default:** Licensee shall be in default if: (a) Licensee fails to perform any of the terms, conditions, or covenants of this Agreement; or (b) in the event there shall be filed by, or against, Licensee in any court pursuant to any statute, either of the United States or any State, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) reorganization, (iv) appointment of a receiver, (v) any arrangement of the bankruptcy acts, or a similar type of proceeding; or (c) Licensee fails to pay, when due, any payment required hereunder; or (d) Licensee abandons or vacates a License Area; or (e) in the event of any other default by Licensee under this Agreement or any other agreement between Licensee (or any affiliate of Licensee) and Licensor (or any affiliate of Licensor) (each an “Event of Default”). If, after 24 hours’ notice to Licensee to cure or commence to cure any Event(s) of Default, Licensee shall fail to cure or commence to cure such Event of Default, then in any such event Licensee’s rights hereunder shall cease and, Licensor may at its option (1) immediately revoke and terminate this Agreement with respect to any or all License Areas identified in the Terms Chart; (2) make demand for immediate payment of all current and future fees and any other monetary obligations due hereunder within the time period set forth by Licensor; and/or (3) re-enter the License Area and remove all persons and/or any property therefrom, by any suitable action or proceeding at law. In addition, Licensee will reimburse Licensor for all reasonable attorneys’ fees and court costs incurred as the result of Licensor enforcing its rights under this agreement
- (b) All rights and remedies of Licensor in this License or at law and in equity are cumulative. With respect to any litigation arising out of this License, Licensee hereby expressly waives the right to a trial by jury and the right to file noncompulsory countersuit or crossclaim against Licensor.
8. **Obligations upon Expiration:** For each License Area identified in Section 1(C), upon the End Date or earlier revocation of this License, Licensee shall immediately remove all of Licensee’s property, repair any damage caused by such removal and peaceably yield up the License Area clean and in good order, repair, and condition. If Licensee fails to do so, Licensee’s occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Licensor, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this License applicable thereto, except that Licensor shall be entitled to additional fees equal to 125% of the highest Minimum Fee specified herein. Licensee shall also

reimburse **Licensors** for any court costs and reasonable attorney fees incurred as the result of **Licensee's** failure to vacate the License Area upon the End Date. Personal property of **Licensee** not removed within two (2) days of such End Date or earlier revocation shall become the property of **Licensors**, at **Licensors's** option without liability to **Licensee**, therefore.

9. **Condition of License Area:** **Licensee** has inspected each License Area identified in Section 1(C) and accepts each "as is" with no representation or warranty by **Licensors** regarding the condition of the License Area or its suitability for **Licensee's** use or occupation thereof. **Licensors** has no obligation to secure or repair the License Area unless the obligation is set forth in this License.
10. **Licensee's Construction, Design and Merchandising Requirements:** **Licensee's** work, signage and visual displays must comply with **Licensors's** design criteria and requirements. **Licensee** understands and agrees to implement visual merchandising recommendations of **Licensors** and change visual merchandising presentation as requested by **Licensors**.
11. **Repair and Maintenance:** **Licensee** shall immediately notify **Licensors** of any defects or unsafe conditions in the common areas adjacent to the License Area. If emergency or other repairs or replacement are necessary in **Licensors's** sole discretion, then **Licensors** may make such repairs, maintenance, or replacements without liability to **Licensee** for any loss or damage.
12. **Insurance:** With respect to each License Area identified in Section 1(C):
 - (a) **Licensee** shall obtain and provide, on or before the earlier of the Start Date or **Licensee's** entering the License Area for any purpose, and keep in force at all times, the following insurance coverages with respect to the License Area at **Licensee's** sole cost and expense.
 - (i) Commercial General Liability Insurance, with contractual liability endorsement, relating to the License Area and its appurtenances on an occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, death and property damage.
 - (ii) Property Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein.
 - (iii) as required by the law of the State where the License Area are located, Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by **Licensee** or any repair or alteration authorized by this License or consented to by **Licensors**, and all employees and agents of **Licensee** with respect to whom death or bodily injury claims could be asserted against **Licensors** or **Licensee** with Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident or disease.
 - (iv) Automobile Liability coverage with a One Million Dollars (\$1,000,000.00) combined single limit, including coverage for hired and non-owned vehicles.
 - (v) In the event **Licensee** or its employees or its licensees provide medical, dental, optometric, or other products or services for which Professional Liability or Medical Malpractice Insurance coverage is available, **Licensee** shall provide Professional Liability/Medical Malpractice coverage on an occurrence form, if available, with a limit of liability of not less than \$1,000,000; with all professionals working within the practice including, but not limited to, doctors, nurses, physician assistants, dentists, and assistants insured by the policy.
 - (vi) Such other insurance as may be carried on the License Area and **Licensee's** operation thereof, as may be determined by **Licensors**.
 - (b) All of the insurance shall be in form satisfactory to **Licensors** with **Licensors** (and any designee of **Licensors**) named as an Additional Insured (except that **Licensee** is not required to name **Licensors** as an Additional Insured for the Worker's Compensation coverage). All insurance required in this section may be carried under a blanket policy covering each License Area and any other of **Licensee's** stores. All insurance shall contain endorsements that such insurance may not be cancelled or amended with respect to **Licensors** (or its designees) except upon thirty (30) days' prior written notice to **Licensors** (and any such designees) by the insurance company. **Licensee** shall be solely responsible for payment of premiums. In the event of payment of any loss covered by such policy, **Licensors** (or its designees) shall be paid first. The minimum limits of the commercial general liability policy of insurance shall not limit or diminish **Licensee's** liability. **Licensee** shall deliver to

Licensor at least fifteen (15) days prior to the time such insurance is first required to be carried by **Licensee**, and thereafter at least fifteen (15) days prior to the expiration of such policy, a certificate of insurance on all policies procured by **Licensee**, together with evidence satisfactory to **Licensor** of the payment of the premiums. If **Licensee** fails to obtain and provide any or all insurance required in this section, then **Licensor** may purchase such insurance on behalf of **Licensee** and add the cost of such insurance as additional fee payable with the next installment of Fee(s).

- (c) Neither party shall be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that each party will look solely to its insurer for reimbursement.
13. **Indemnity:** Starting on the date that is earliest to occur of (i) the date of this License, or (ii) the date **Licensee** first uses or occupies the License Area, **Licensee** shall defend, indemnify and hold harmless **Licensor**, its managers, parents, subsidiaries, employees and affiliates from and against any and all liabilities, claims, actions, liens, demands, expenses, fees, fines penalties, suits, proceedings, actions, causes of action, judgments, loss, or injury to property or persons of any and every kind arising, directly or indirectly, out of the business conducted in or the construction, use, and/or occupancy of the License Area by **Licensee**, or arising directly or indirectly, from any act or omission of **Licensee** or servant, agent, contractor, or employee of **Licensee**, and from and against all costs, expenses, and reasonable attorney fees incurred in connection with any such claims and/or proceedings brought thereon. The provisions of this section shall survive this License. To the extent allowed by Texas State Law **Licensee** shall defend indemnify and hold harmless **Licensor**. State Law prohibits governmental entities from incurring a debt by indemnifying third parties.
14. **Liability of Licensor:** There shall be no personal liability of **Licensor** with respect to this License. If a breach by **Licensor** occurs, **Licensee** shall look solely to the equity of **Licensor** in the Shopping Center for the satisfaction of **Licensee's** remedies. **Licensor** shall not be responsible or liable for, and **Licensee** hereby expressly waives, all claims against **Licensor** for injury to persons or damage to **Licensee's** property on the License Area, regardless of the cause. **Licensee's** property in the License Area or the Shopping Center shall be there at **Licensee's** sole risk. **Licensor**, its agents, and employees shall not be liable for, and **Licensee** waives, all claims for loss or damage to **Licensee's** business or damage to person or property sustained by **Licensee** or any person claiming by, through or under **Licensee** resulting from any accident or occurrence in, on, or about the License Area or any other part of the Shopping Center. To the maximum extent permitted by law, **Licensee** agrees to use and occupy the License Area, and to use such other portions of the Shopping Center as **Licensee** is herein given the right to use, at **Licensee's** own risk.
15. **Subordination; Definition of Licensor:** (a) **Licensor** is or may be a party to certain documents, as amended from time to time, with a ground lessor, mortgagee or beneficiary of **Licensor**, department stores, mall tenants, and others. This License is subject and subordinate to all the provisions in those documents, as amended from time to time.
- (b) The term "**Licensor**" means only the owner, or mortgagee in possession for the time being of the building in which the License Area is located or the owner of a leasehold interest in said building and/or the land thereunder. In the event of a sale of said building and/or an assignment of this License by **Licensor**, and/or a demise of said building and/or the land, **Licensor** shall be and hereby is entirely freed and relieved of all obligations of **Licensor** and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s), or lessee(s) that the purchaser, assignee, or lessee has assumed and agreed to observe and perform all obligations of **Licensor**.
16. **Notice:** Notice shall be given or served in writing by (i) postage pre-paid certified or registered mail, (ii) nationally recognized overnight courier, or (iii) electronic mail, addressed to the parties at the addresses set forth in Section 1(A). **Licensor** may also provide notice to **Licensee** by personally delivering such notice to the License Area.
17. **Assignment and Subletting:** **Licensee** shall not sell, assign, mortgage, pledge or transfer this License or any interest therein nor sublet all or any part of the License Area, nor license concessions or departments in the License Area, without **Licensor's** prior written approval, which may be withheld or granted in **Licensor's** sole and absolute discretion.
18. **Non-Waiver Provision:** The failure of **Licensor** to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that **Licensor** may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

19. **Miscellaneous:** In no event shall any relationship other than licensor and licensee be implied or created by this License, including but not limited to that of landlord and tenant, principal, agent, partnership, or joint venture. This License contains all the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. Licensee and its agents and employees shall keep and hold strict confidence all the terms of this License.
20. **OFAC Representation:** Licensee hereby represents and warrants to Licensor that Licensee is not, and shall not become, a person or entity with whom Licensor is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (collectively, "OFAC's Regulations") and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. Licensor hereby represents and warrants to Licensee that Licensor is not, and shall not become, a person or entity with whom Licensee is restricted from doing business with under OFAC's Regulations and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.
21. **Counterparts:** This License may be executed in counterparts, each of which shall be deemed an original document, but all of which shall together constitute a single agreement. The signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart. Facsimile and/or electronically transmitted signatures (via PDF or otherwise) shall be deemed valid as originals.
22. **Exhibit(s) to Agreement:** Certain Exhibit(s) are attached to this License and are hereby made a part hereof. Any conflict or inconsistency between the terms of the main body of this License and the terms of the Exhibits shall be resolved in favor of the terms of Exhibits.
23. **Captions, Underlining, Lineouts:** The captions contained herein are for convenience and reference only and shall not be deemed as part of this License or construed as in any manner limiting or amplifying the terms and provisions of this License to which they relate. The underlining of certain portions of this License shall not mean that such portions are to be given any greater or lesser force or effect than the non-underlined portions. Any portion of this License which has been lined out was the agreement of the parties to eliminate and the language of any such lined-out provisions shall be given no force and effect whatsoever.
24. **Guaranty: Intentionally Omitted.**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written, each acknowledging receipt of an executed copy hereof.

LICENSOR:

CBL SM-Brownsville, LLC, a Texas limited liability company

by CBL & Associates Management, Inc., its managing agent

By:

Print Name:

Title:

Date:

LICENSEE:

Brownsville Independent School District

By:

Print Name:

Title:

Date:

By:

Print Name:

Its:

Date:

Prepared: 10/31/2025 10:12 AM

Version Retail Manager Common Area License Agreement v1

Exhibit B

Rules and Regulations

Licensee shall use and occupy the License Area in a careful, safe, and proper manner and shall keep the License Area in a clean and safe condition in accordance with this License, local ordinances, and the directions of public officers. **Licensee** shall comply with all rules, regulations, and instructions of **Licensor**, including, without limitation, the following:

1. **Licensee** shall not display or demonstrate merchandise on or outside the boundaries of the License Area. The outside areas immediately adjoining the License Area shall be always kept clear by **Licensee**, and **Licensee** shall not place nor permit any obstructions, garbage, refuse, merchandise, or displays, or racks, in such areas.
2. All signage located in and upon the License Area shall be approved by **Licensor** prior to installation or placement. All signs, placards, banners, pennants, or other advertising matter shall be prepared in a professional manner and in no event shall be handwritten. **Licensee** shall display an approved sign depicting its approved trade name.
3. **Licensee** and employees of **Licensee** shall always speak in a normal speaking voice and are strictly prohibited from using loud, "hawking", or "barking" sales techniques. At no time will **Licensee** or its employees block or impede a customer's walking path or make physical contact, of any type, with a customer.
4. Product demonstration of any type must have **Licensor's** prior approval and may be revoked at any time at **Licensor's** sole discretion. **Licensee** and employees of **Licensee** will be the only individuals allowed to demonstrate motorized or moving devices. Customers are not allowed to test or operate any motorized or moving devices in the common area of the Shopping Center. **Licensee's** demonstration of a motorized or moving device will be in a contained area either within the License Area or in a designated area as determined by **Licensor**. In no event will **Licensee** ever have more than two (2) employees demonstrating any product within the License Area.
5. If **Licensee's** approved Use includes the display of any vehicle or other similar apparatus within the License Area, the following conditions will be adhered to:
 - a. Any vehicle or other apparatus must have less than 1/8 of a tank of gas.
 - b. Locked or otherwise secured fuel caps to avoid vapor leakage or tampering.
 - c. Disconnected battery cables.
 - d. Wheels must be blocked, and brake applied.
 - e. Drip pans for oil and carpet squares or other approved materials under each tire.
 - f. Doors, hood, and trunk must be locked.
 - g. Keys shall be left with the Shopping Center Management for the duration of the term for vehicles displayed in the common area of the Shopping Center.
 - h. Vehicle(s) shall be maintained and cleaned daily, however, for safety reasons, no tire cleaning, waxing or other cleaning solutions that could cause a hazard to customers are allowed on the vehicle upon entry to the Shopping Center and for the duration of the term.
 - i. Two (2) 4' x 8' pieces of plywood will be required for the entry and exit of all vehicles. Such entry and exit will be done before or after business hours of the Shopping Center.
6. Smoking, including "vaping and the use of electronic cigarettes, and the use of tobacco products, including the demonstration thereof, are only permitted in designated areas of the Shopping Center, and are specifically prohibited in the common areas (except for any areas specially designated for smoking, vaping, and use of tobacco), tenant spaces, and enclosed portions of the Shopping Center.
7. No loudspeakers, televisions, phonographs, cd players, DVD players, cassette players, radios, flashing lights, or other devices shall be used in a manner to be heard or seen outside of the License Area. **Licensee** shall not carry on any trade or occupation or operate any instrument or equipment which emits an odor discernible outside of the License Area.
8. No electronic or communication devices shall be used in the License Area or in connection therewith which interrupt or interfere with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or of the neighborhood in which the Shopping Center is located.
9. **Licensee** shall not violate applicable federal and state laws prohibiting the sale or display of products, which infringe on the trademarks or copyrights of others.
10. **Licensee** and **Licensee's** employees shall maintain a neat and appropriate appearance and dress, fully comply with the Shopping Center's Code of Conduct, and are expected to operate in a dignified, ethical, manner.

11. **Licensee shall not permit loitering at the License Area.**
12. **Licensee shall display its customer sales return/exchange policy in a location clearly visible to all customers. Such return/exchange policy must be honored for a minimum of thirty (30) days following the expiration of the License Agreement. For each customer transaction, Licensee will issue a written and detailed receipt which clearly displays its business name, contact information for returns, and date of sale. Licensee will immediately address all customer concerns and/or complaints in a manner satisfactory to Licensor.**
13. **Licensee shall not conduct or permit any fire, bankruptcy, relocation, liquidation, retirement, moving, auction, or "going out of business" sale (whether real or fictitious) in the License Area or utilize any unethical method of business operation. Licensee shall not use the License Area as a clearance, outlet, or wholesale center.**
14. **Licensee shall not harm the License Area, commit waste, create nuisance, make any use of the License Area, which is offensive in Licensor's sole opinion, nor do any act tending to injure the reputation of the Shopping Center.**
15. **All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for that purpose by Licensor.**
16. **All garbage and refuse shall be kept in the kind of container specified by Licensor and shall be placed and prepared for collection in the manner and at the times and places specified by Licensor. If Licensor shall provide or designate a service for picking up refuse and garbage, Licensee shall use same. Licensee shall maintain all common loading areas in a clean manner satisfactory to the Licensor. Licensee shall use any trash compactor Licensor provides for the general use of Licensee or licensees in a designated area of the Shopping Center.**

Notwithstanding the foregoing provision, if Licensee qualifies as a generator of medical waste, then Licensee shall be solely responsible for causing compliance with all federal, state and local laws, whether existing now or established in the future, relating in any way to the storage, containment, treatment, transfer, transportation and disposal of medical waste (including the use of licensed medical waste management companies), and shall hold Licensor harmless for Licensee's noncompliance or violations thereof. For purposes hereof, "medical waste" means any solid, semisolid, or liquid waste, which is generated in the diagnosis, treatment (e.g., provisions of medical services) or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals. "Generator" means any person or entity whose act or process produces medical waste as hereinbefore defined.

17. **In accordance with Licensor's environmental sustainability plan: i) Licensee shall follow all building recycling requirements and place materials in the appropriate recycling bins, if provided. ii) Licensee shall make best efforts to utilize environmentally preferred and third-party certified cleaning products with ecolabels. iii) In order to monitor the effectiveness of energy efficiency improvements and identify needs for future upgrades as well as monitor waste disposal and recycling needs, upon request Licensee shall provide Licensee's waste, water, gas, recycling information, and electricity usage as they appear in the Licensee's utility bills or other records and Licensor is hereby authorized to request or obtain from third party providers Licensee's waste, water, gas, recycling information, and electricity usage as they appear in the Licensee's utility bills or other records. Additionally, in the event Licensor pursues a sustainable building certification (e.g., LEED, EnergyStar, etc.), Licensee shall cooperate with Licensor and/or any parties designated by Licensor to collect information necessary to obtain and maintain the certification.**
18. **Licensee shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center.**
19. **Licensee and Licensee's employees shall not park their cars in those portions of the parking area designated for customer parking by Licensor. If Licensee or Licensee's employees' park in portions of the parking area designated for customer parking, Licensor may, in addition to its other remedies, have such cars removed at Licensee's expense.**
20. **Licensee shall furnish Licensor with emergency telephone numbers and a forwarding address.**
21. **Due to the lack of on-site storage facilities, acquisition of outside storage shall be Licensee's responsibility.**
22. **Licensee shall be solely responsible for policing its location against theft, loss, or damage to its property and/or merchandise. Under no circumstance shall Licensor be held liable for such theft, loss, or damage.**

In the event Licensee fails to comply with such rules and regulations or any of the other covenants set forth herein after twenty-four (24) hours' notice from Licensor of this non-compliance (which notice may be oral or in writing), then Licensee shall pay

to **Licensors** as additional fees the sum of one hundred dollars (\$100.00) for each violation, acceptance of such fees to be without prejudice to any other rights or remedies available to **Licensors**. Each day on which a violation occurs or continues shall be a separate violation.

Exhibit C

Common Area Short Term Interior Show Design Requirements

In the event Licensee fails to comply with such rules, regulations, and requirements or any of the other covenants set forth herein after twenty-four (24) hours' notice from Licensor of this non-compliance (which notice may be oral or in writing), then Licensee shall pay to Licensor as additional fees the sum of one hundred dollars (\$100.00) for each violation, acceptance of such fees to be without prejudice to any other rights or remedies available to Licensor. Each day on which a violation occurs or continues shall be a separate violation.

Design criteria for the use within the License Area are:

- a) Licensee's common area display shall be approved by Licensor prior to set up.
- b) Tables shall be completely covered to the floor with cloth table skirting or other approved cover. In no event will vinyl skirting be allowed.
- c) Employee chairs or stools as well as chairs provided for customers should be matching. No metal folding chairs will be allowed.
- d) The display shall not be anchored into the floor or other part of the Shopping Center structure. An area width of no less than twelve feet (12'0") minimum shall be maintained on all sides of the display subject to traffic flow.
- e) Set up and tear down as well as daily stocking of the display shall take place when the Shopping Center is not open for business, unless Licensor has agreed otherwise in writing.
- f) Extra satellite fixtures including refrigerators and hand washing sinks are not allowed, nor will merchandise be allowed on the floor. Step stools, trash cans, tarps, storage boxes, personal belongings including jackets must be concealed.
- g) Licensee shall use professional signage in the promotion of merchandise and sales. Paper and/or lightweight signs should be placed in a standing frame. Chains may not be used to hang signage. All signage shall be approved by Licensor prior to installation or placement. In no event will Licensee be allowed to use banners, coroplast material, or hand-written signage.
- h) Signage, merchandise, and/or displays will be no more than 48" tall.
- i) Return Policy and credit card acceptability will be prominently displayed in a format approved by Licensor.
- j) The consumption of food and/or drink at the unit should be kept to a minimum and should never be visible to the general public.

