

Release and Hold Harmless Agreement

THE UNDERSIGNED HEREBY AGREES THAT:

In consideration for access to that certain shopping center commonly known as **Westfield Wheaton** (the “**Premises**”) the undersigned, on behalf of itself and its next of kin and anyone claiming through the undersigned, hereby releases, and forever discharges Wheaton Plaza Regional Shopping Center LLC, Westfield America, Inc, Westfield America Limited Partnership, Westfield Property Management LLC, a Delaware limited liability company, as well as its respective officers, directors, shareholders, agents, parents, affiliates, servants, employees, predecessors, successors and assigns, tenants and licensees (collectively, the “**Westfield Parties**”) from any and all damages, losses, injuries, claims, demands, liabilities, obligations, actions and causes whatsoever, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, suspected or unsuspected, anticipated or unanticipated, disclosed or undisclosed, and whether or not heretofore asserted, upon or by reason or as a result of the use of or access to the Premises from and after the date hereof regardless of how such injury may arise, regardless of who is at fault or whose negligence caused such injury, so long as such loss or damage is not caused by the gross negligence or willful misconduct of any of the Westfield Parties.

The undersigned shall defend, indemnify and hold the Westfield Parties harmless (with counsel reasonably satisfactory to the Westfield Parties) from and against any and all claims, demands and causes of action of any third parties, and any costs (including reasonable attorneys’ fees) associated therewith that in any way are or are alleged to be caused by, or arise out of use of or access to the Premises from and after the date hereof. The undersigned agrees to reimburse the Westfield Parties for any damage caused by the undersigned’s access to or operations within or around the Premises.

The undersigned understands that the facts upon which this Release and Hold Harmless Agreement is made may hereafter turn out to be other than or different from the facts now known or believed be true and the undersigned accepts and assumes the risk of the facts to be different than now known or believed to be true. The undersigned agrees that this Release and Hold Harmless Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any difference of facts.

The undersigned agrees to comply with the rules and regulations applicable to the Premises. The undersigned also agrees to comply with all rules, regulations, ordinances, and statutes of any governmental entity or nongovernmental entity having jurisdiction over the Premises, and to obtain all necessary permits, licenses or other approvals that may be required from any entity to conduct all activities.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

BUSINESS/ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER: _____