

HOLD HARMLESS AGREEMENT

I/We _____ herein referred to as the First Party indemnify Thor Gallery at Tri County, LLC, Developers Diversified Realty Corporation and any and all of their respective parents, partners subsidiaries and affiliates. Herein referred to as the Second Party, save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal and /or damages to property arising from and out of any occurrence in, upon or at the leased premises including the parking lot or any property adjoining the premises occasioned wholly or in part by an act or omission of the First Party while in preparation or participation in a promotional event. In the event the Second Party shall without fault of its part be made a party to any litigation commenced by or against the First Party, the First Party shall hold the Second Party harmless and shall pay all cost, expenses and reasonable attorney's fees incurred or paid by the Second Party in connection with such litigation involving the participation in Summer Adventures For All Kids Event at Tri-County Mall.

IN WITNESS THEREOF: Thor Gallery at Tri County, LLC and First Party duly executed and fixed their respective seal to this agreement on the day and year written below.

First Party:

By: _____

Signature

Its: _____

Title

Date: _____

Second Party:

THOR GALLERY AT TRI COUNTY, LLC

By: _____

Sandra Holzwarth, Marketing Director