

leasehold title insurance policy to Tenant based on such Commitment showing that Landlord has good and marketable indefeasible fee simple title to the Real Property, free and clear of any and all encumbrances or liens other than the Permitted Encumbrances. Tenant's execution of this Lease shall serve as confirmation that the Commitment contains no exclusions or exceptions unacceptable to Tenant. Landlord shall pay the premium for such title insurance policy when due. Landlord has full authority to execute this Lease and further warrants to Tenant that it shall have, hold and enjoy the Leased Space and its rights hereunder during the term hereof, free from any interference by Landlord or any parties claiming by or through Landlord. Landlord agrees to reasonably cooperate with Tenant and join in a complaint, at Tenant's expense, filed in a court, or with a law enforcement agency to prohibit individuals who may be loitering, cruising, picketing, handbilling or distributing literature, from interfering with Tenant's conduct of business. Landlord warrants and represents that the Leased Space is and will be free from obnoxious fumes, odors and unsanitary conditions other than as caused by Tenant, its employees or invitees whether under this Lease or the previous lease between Landlord and ABCO Realty Corp. described in Subparagraph 21.19. Landlord shall not permit the emanation of any undue noise, obnoxious fumes or odors, or any other nuisance from any property or building adjacent to or near the Leased Space, which is owned or controlled by Landlord.

6.3 Use of Real Property.

(a) The Real Property shall be used for the sole purpose of promoting and operating a retail shopping center, including office uses as set forth herein, and there shall be no buildings erected on Tenant's Protected Area (as shown on the Site Plan) except those shown on the Site Plan. Subject to those exclusive uses, permitted uses, and use restrictions listed on Schedule 6.3, as such leases may be extended or renewed, and the Permitted Encumbrances (the "Existing Restrictions"), no portion of Tenant's Protected Area shall be used for a bowling alley, skating rink, cafeteria, bingo parlor, flea market, billiard parlor, night club, or any operation selling alcohol for on-site consumption, a video arcade, auto service station, (other than Tenant's fuel facility), medical center or clinic, (other than as existing on the date of this Lease), training or educational facility or other use not compatible with the operation of a retail shopping center, unless designated on the Site Plan or approved in advance in writing by Tenant. Notwithstanding the foregoing, an auto service station and/or gasoline station may be located on the pad shown on the Site Plan as "Pad C." The foregoing shall also not prohibit the replacement of any existing use otherwise prohibited hereunder, provided that such replacement use is in the same space as the previously existing prohibited use or in such space as shown on the Site Plan. In addition, permitted non-retail uses such as movie theaters and health clubs shall not be allowed within that area shown on the Site Plan as "Retail Only." Offices and other professional uses located on the ground floor of Landlord's Building as shown on the Site Plan shall be not allowed within a radius of fifty feet (50') from any exterior wall of the Leased Space. If the Leased Space is expanded pursuant to

Subparagraph 7.4, any currently existing office or other professional use that would then be within a radius of fifty (50) feet from any exterior wall of the Leased Space as expanded shall not be prohibited by this Subparagraph. Professional uses that are typically located in a first-class shopping center and offices shall be allowed on the second floor of Landlord's Building provided that no individual space for such use on the second floor within a radius of fifty feet (50') from the Leased Space shall exceed four thousand five hundred (4,500) square feet. Landlord shall require all tenants and employees in such spaces to park in designated areas outside of that area shown on the Site Plan as "Tenant's Protected Parking." Landlord shall use its good faith efforts to obtain such restrictions in all applicable leases but shall not be responsible for enforcing such parking restrictions unless so requested by Tenant, in which event Landlord shall use its reasonable efforts to enforce such restrictions.

(b) Landlord agrees it shall not amend any of the Existing Restrictions to allow a use otherwise prohibited by this subparagraph or to restrict any future use of the Leased Space. Without limiting Tenant's right to use the Leased Space as allowed by this Lease, the foregoing restrictions shall not be construed to prohibit Tenant from subleasing a portion of its store to a video rental store, pharmacy, in-store banking facility or any other in-store department. Subject to the Existing Restrictions, neither Landlord nor any affiliate or related party shall, directly or indirectly, own, operate or grant any lease or permit any assignment or sublease for, a store (or any portion of a store) in the Shopping Center which permits the sale or offering for sale of groceries, including, without limitation, food products, dry groceries such as household products, paper goods and other items typically and primarily sold in supermarkets, liquor, meats, poultry, seafood, dairy products, fruits, vegetables or baked goods (the "Restricted Products"). The foregoing shall not prohibit the operation of a restaurant or video store or the incidental sale of Restricted Products by another business within the Shopping Center, provided that such incidental sales shall be conducted from the lesser of one thousand two hundred (1,200) square feet or ten percent (10%) of such business's floor area. The foregoing restriction is referred to herein as "Tenant's Exclusive." In the event of any intentional violation of the terms of this Subparagraph 6.3, all rental obligations under this Lease shall be abated during the period of such violation, and Tenant shall not be in default for failure to pay any rental allocated to such period. Landlord agrees that the restrictions set forth in Subparagraphs 6.3(a) and (b) will be included in all conveyances, leases, subleases, licenses and assignments affecting the Real Property. Concurrently with the execution of this Lease, Landlord will execute and record in the real estate records of Maricopa County, Arizona, a Declaration of Restrictions and Easements in substantially the form of Exhibit "E" attached hereto on the Real Property.

6.4 **Site Plan.** The Site Plan is an accurate representation of the Shopping Center and the Leased Space and, except as otherwise set forth herein, no changes shall be made to the Site Plan in that area shown as "Tenant's Protected Area" without Tenant's prior consent, which may be withheld by Tenant in its sole discretion. In addition, no changes shall be made to any other portion of the Site Plan without Tenant's prior consent, which shall not be unreasonably withheld. If Tenant fails to respond to any request for its consent under this subparagraph within thirty (30) days after receipt of a written request for such consent, Tenant's consent shall be deemed to have been given. If the City of Mesa requires changes to the Site Plan within Tenant's Protected Area and such changes are not reasonably acceptable to Tenant and are reasonably expected to have a material adverse affect on the operation of Tenant's business in the Leased Space, and if Landlord is unable to resolve Tenant's concerns within thirty (30) days after Tenant notifies Landlord that it does not consent to any such changes, Tenant may terminate this Lease by written notice to Landlord. No building located in the Shopping Center, other than the Leased Space and buildings existing on the date of this Lease, shall exceed one (1) story in height or exceed the height of the Leased Space, provided that any buildings on Pad C shall not exceed twenty-five feet (25') in height, including architectural features.

6.5 **Use of Common Areas of Shopping Center.** The access areas, parking areas and all common areas and facilities of the Shopping Center are referred to herein as the "Common Areas." No part of that portion of the Common Areas shown on the Site Plan as "Tenant's Protected Area" shall be changed in any manner without the prior written consent of Tenant, which may be withheld in Tenant's sole discretion. No other portion of the Common Areas shall be changed without Tenant's prior written consent, which consent shall not be unreasonably withheld. Tenant and its employees, agents, officers, invitees and customers shall have unrestricted access to the Common Areas and to any additional access areas, parking areas and other common areas now or hereafter located on the Real Property, in common only with other tenants of the Shopping Center. Without limiting the generality of the foregoing, Tenant specifically shall have the right to locate soft drink and similar type vending machines on the sidewalks adjoining the Leased Space, use the parking areas adjoining the Leased Space for seasonal promotions, and use the sidewalks adjoining the Leased Space for the display and sale of merchandise. Subject to Subparagraph 6.4, Landlord represents and covenants that throughout the term of this Lease, the number, size and configuration of striped parking spaces in the Shopping Center shall be as shown on the Site Plan. Such minimum parking requirement shall be complied with in the event the Shopping Center is expanded onto adjoining property. Other than other tenants of the Shopping Center, their customers and invitees, no other parties shall be allowed access to, from or across the Real Property or use of the parking lot shown on the Site Plan, or any other parking lot hereafter added to the Real Property, without the prior written consent of Tenant, which consent shall not be granted until reciprocal access and parking agreements have been effected in a manner satisfactory to Tenant. Landlord shall keep the parking lot lights and other Common Area lights on each day from dusk until at least one (1) hour after Tenant closes for business (or continuously until dawn if Tenant is open for business twenty-

four (24) hours a day), provided that the foregoing shall not be construed as giving Landlord the right to govern Tenant's business hours.

6.6 Utilities. Landlord, at its cost, shall furnish, install and maintain adequate utility lines and services (including HVAC) to serve the Leased Space, which utilities shall be separately metered to the Leased Space. Tenant shall pay for the utility services which it uses at the Leased Space. Landlord shall guaranty the HVAC, electrical and plumbing systems serving the Leased Space to be free from defects for a period of one (1) year following the Commencement Date and shall promptly repair any such defects following notice thereof from Tenant. Following the expiration of such one (1) year period, Tenant shall be responsible for maintaining and repairing (but not replacing) the HVAC, electrical and plumbing systems serving the Leased Space. The cost of replacing the HVAC, electrical and plumbing systems shall be included in Common Area Maintenance Costs under Subparagraph 7.1 and amortized in accordance with such subparagraph.

6.7 Compliance With Laws. Landlord represents and warrants to Tenant to the best of its knowledge without any duty of inquiry that the Shopping Center, including the Leased Space and all Common Areas, shall, upon completion, comply with all applicable federal, state and local laws, ordinances and regulations, including without limitation, all building codes and The Americans with Disabilities Act. In addition, Landlord agrees to make, at Landlord's cost and expense, all reasonably necessary changes, additions, alterations and improvements to the Shopping Center and appurtenances thereto, that may be required at any time during the term hereof to make the Shopping Center and the Leased Space comply with all laws, ordinances, rules and regulations of all duly constituted city, county, state or federal authorities. Tenant agrees to make any nonstructural changes to the Leased Space required due to Tenant's supermarket operations and any changes required as a result of any alterations to the Leased Space made by Tenant.

6.8 Taxes. At all times during the term hereof, all ad valorem taxes, real estate taxes and similar taxes, special assessments and any other taxes levied or assessed against the Shopping Center or any part thereof by reason of the ownership thereof shall be paid and discharged by Landlord before becoming delinquent. Tenant shall pay to Landlord its Proportionate Share of all such taxes that are due and payable during any calendar year containing any portion of a Lease Year as provided herein. All such taxes for which Tenant is liable hereunder for the calendar years of commencement and termination of this Lease shall be prorated from the Commencement Date and to the termination date of the term of the Lease. Such taxes shall be paid to Landlord within thirty (30) days after the calculation of its share of such taxes based on paid receipts for such taxes, which receipts shall be delivered by Landlord to Tenant. This Subparagraph 6.8 shall not be deemed or construed to require Tenant to pay or discharge any tax which may be levied upon the income, profits or business of Landlord or any personal property, franchise, inheritance or estate taxes which may be levied against Landlord or any tax of the same nature as any tax heretofore mentioned in this sentence, even though such taxes may become a lien against the Real

Property. If Tenant has not received the statement for any taxes for a Lease Year within two hundred seventy (270) days after the applicable due date, Tenant may so notify Landlord and, if such statement is not received within thirty (30) days after the date of such notice, Tenant shall have no obligation to pay such taxes. In regard to any special assessments or other taxes payable in installments, Landlord shall elect to pay such special assessments or taxes over the maximum allowable term.

6.8.1 **Special Assessments.** Notwithstanding the above Subparagraph 6.8, Tenant shall not be required to pay any portion of (i) any special assessments that have been levied prior to the Commencement Date, (ii) any special assessments which result from Landlord's activity in constructing the Leased Space, regardless of when such assessments are ultimately assessed, or (iii) any installments of special assessments due and payable after the expiration of the term of this Lease. In addition, in the case of any special assessments payable only in a lump sum, Tenant shall only be responsible for its Proportionate Share of the amount of such assessment multiplied by a fraction, the numerator of which is the number of years remaining in the then current term of the Lease and the denominator of which is the useful life of the improvement against which the special assessment is made. Such useful life shall be determined in accordance with generally accepted accounting principles.

6.8.2 **Tax Dispute.** Each Lease Year Landlord shall furnish Tenant a copy of the tax assessment notice issued in such Lease Year within thirty (30) days after Landlord receives such notice. Tenant may request that Landlord contest such taxes and, if Landlord refuses to do so, Tenant may then contest such taxes on its own. Landlord shall cooperate with Tenant in any such contest. Tenant shall have no obligation to pay such taxes until such contest is resolved unless required to do so by law, provided that Tenant shall furnish Landlord such security as Landlord may reasonably require in order to ensure the ultimate payment of such taxes. At the conclusion of such contest, Tenant will pay the charge contested to the extent it is held valid, together with all attorneys' fees, court costs, interest, penalties and other expenses relating thereto. Should any dispute result in a reduction or a refund of any taxes, Tenant shall first be entitled to receive its actual, reasonable third-party expenses incurred in such contest and Tenant shall then be entitled to receive its proportionate share of any refund.

6.8.3 **Personal Property Taxes.** During the term hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon its fixtures, furnishings, equipment and all other personal property of Tenant contained in the Leased Space and, when possible, the Tenant shall cause such fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the Real Property. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the Real Property,

Tenant shall pay to Landlord, as additional rent, its share of such taxes as reasonably determined by Landlord and Tenant.

6.9 **Survey.** Landlord has delivered a survey of the Real Property and Leased Space to Tenant, which survey is satisfactory to Tenant. Such survey and the Site Plan shall be updated following the completion of the construction of the Leased Space.

6.10 **Responsibility for Hazardous Material and Underground Storage Tanks.**

6.10.1 **Definitions.** As used in this subparagraph, the following terms shall have the following meanings:

(a) "Hazardous Material" means any substance, material or waste which is or at any time hereafter becomes regulated as "hazardous," "toxic" or under any other similar designation by any local, state, or federal government authority. Such term includes, without limitation, (i) asbestos, (ii) any petroleum products, (iii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iv) any material, substance, or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or (v) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.).

(b) "Tenant Indemnified Person" means Tenant, any sublessee holding an interest in the Leased Space or any portion thereof, any director, officer, employee, or agent of Tenant or of any such sublessee, and any person claiming under or through Tenant or any such sublessee. "Landlord Indemnified Person" means Landlord, any director, officer, employee or agent of Landlord, and any person claiming under or through Landlord.

6.10.2 **Representations and Warranties.** Landlord represents and warrants to Tenant that to the best of its actual knowledge and belief without any duty of inquiry, except as disclosed in the environmental report described on Schedule 6.10.11, (i) no handling, transportation, storage, treatment or usage of Hazardous Material has occurred on the Real Property except for de minimus amounts used in the conduct of tenants' businesses, (ii) no leak, spill, release, discharge, emission or disposal of any Hazardous Material has occurred on or affected the Real Property, (iii) the Real Property is free of any Hazardous Material and will be free of any Hazardous Material throughout the term of this Lease, and (iv) there are no underground storage tanks located on the Real Property, and there will be no underground storage tanks located on the Real Property during the term

of this Lease other than in the Fuel Facility Property as defined in Subparagraph 21.6.1 and in that location shown on the Site Plan as "Pad C." The foregoing representations and warranties shall survive the termination of this Lease.

6.10.3 Indemnification.

(a) Landlord hereby agrees to indemnify, defend and hold each Tenant Indemnified Person harmless from and against any and all loss, cost, damage and expense that arises during or after the term of this Lease as a result of (i) the presence or release at any time of any Hazardous Material in, on or from the Real Property caused by a Landlord Indemnified Person, (ii) the presence at any time of any underground storage tank on the Real Property other than as installed by any Tenant Indemnified Person, or (iii) the inaccuracy or breach of any of its representations or warranties set forth in this Subparagraph 6.10.

(b) Tenant hereby agrees to indemnify, defend and hold each Landlord Indemnified Person harmless from and against any and all loss, costs, damage and expense that arises during or after the term of this Lease as a result of the presence, suspected presence or release at any time of any Hazardous Material in, on or from the Real Property, including Tenant's fuel facility, caused by any Tenant Indemnified Person.

(c) The costs covered by such indemnification include, without limitation, costs incurred in the investigation of site conditions, fees of attorneys, engineers and other consultants, costs and expenses incurred by Landlord or Tenant in exercising any of their rights under this Subparagraph 6.10 and any damages suffered as a result of any termination of this Lease in accordance with Subparagraph 6.10.6 hereof.

6.10.4 Notices. Landlord and Tenant agree to promptly notify the other in the event such party becomes aware of the presence of any Hazardous Material or any underground storage tank on the Real Property.

6.10.5 Development of Remedial Plan. If, at any time during the term of this Lease, Tenant becomes aware of the presence, suspected presence or release of any Hazardous Material in, on, or from the Real Property arising out of or attributable to the violation of applicable law or becomes aware of any pendency or threatened action by any federal, state or local governmental authority with respect thereto, Tenant may so notify Landlord and request that Landlord institute remedial action (unless the matter arises as the result of the action or inaction of Tenant or a Tenant Indemnified Person, in which case Tenant shall have the responsibility in regard to the Remedial Plan (as defined below)). Landlord shall confer with the appropriate governmental authorities on what remedial action may be appropriate and within a reasonable period of time given the circumstances, Landlord shall deliver

to Tenant a written plan (the "Remedial Plan") describing in detail the proposed remedial action if any such action is required by the applicable governmental authority. If, at any time during the term of this Lease, Tenant becomes aware of any abandoned underground storage tank located on the Real Property, Tenant may so notify Landlord and request that Landlord institute whatever action Landlord is obligated by any environmental laws to undertake as required by the applicable governmental authority. Any plan developed pursuant to this subparagraph shall cause the Real Property to comply with all applicable federal, state and local laws, ordinances and regulations and shall be sufficient to abate any pending or threatened action with respect to the Real Property by any federal, state or local governmental authority.

6.10.6 **Termination.** If Tenant reasonably determines that the presence of Hazardous Material has had or is reasonably likely to have a material adverse effect on the business conducted from the Leased Space or that the implementation of the Remedial Plan may have such an effect and if the problem cannot be resolved within six (6) months from the date of Tenant's receipt of the Remedial Plan, Tenant may, by notice to Landlord within twenty (20) days thereafter terminate this Lease, such termination to be effective as of the date to be specified in such notice. All rental owed by Tenant hereunder during any period of remediation shall abate in proportion to the part of the Leased Space that is unusable by Tenant.

6.10.7 **Implementation of Plan.** If Landlord delivers the Remedial Plan within the specified time and Tenant does not terminate this Lease as provided herein, then, within a reasonable period of time given the circumstances, Landlord will commence action necessary to implement the plan and diligently pursue such action to completion. Any work required hereunder will be at Landlord's sole expense without any reimbursement from any Tenant Indemnified Person and will be performed strictly in accordance with the plan and in accordance with all applicable laws, ordinances and regulations governing such work, except to the extent that the problem was caused by a Tenant Indemnified Person.

6.10.8 **Performance by Tenant.** If Landlord fails to deliver a plan for remedial action within the time prescribed above, or if Landlord fails to undertake such work as is required hereunder and diligently pursue such work to completion, Tenant may, but shall not be required to, take such remedial action as it deems necessary and Landlord shall promptly reimburse Tenant for all reasonable costs incurred in such action.

6.10.9 **Offset.** Subject to the limitations set forth in Subparagraph 13.3, Tenant shall be entitled to offset against rent payable hereunder any loss, cost, damage or expense covered by Landlord's indemnification set forth in Subparagraph 6.10.3.

6.10.10 **Nonexclusive Remedies.** Tenant shall be under no obligation to exercise any remedy which may be provided hereunder and no failure to exercise any such remedy shall prejudice any other remedy available hereunder or under law. The remedies provided herein shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Lease or under law.

6.10.11 **Environmental Studies and Reports.** Landlord represents to Tenant that it has heretofore provided to Tenant full, accurate and complete copies of any and all reports, studies, and other information in its possession relating to the issue of the presence or suspected presence of any Hazardous Material on the Real Property and agrees that it will, promptly following its receipt thereof, furnish to Tenant full, accurate and complete copies of any such reports, studies and other information hereafter obtained by Landlord. Prior to the date of this Lease, Landlord will provide Tenant with an asbestos study of the Leased Space reasonably acceptable to Tenant.

7. **MAINTENANCE RESPONSIBILITY.** Landlord and Tenant shall have the following responsibilities for maintenance of the Shopping Center, provided that any obligation or liability not specifically covered by the terms of this Lease shall be considered an obligation of Landlord.

7.1 **Maintenance and Replacements by Landlord.** Landlord, at its sole cost and expense and without charging Tenant any direct or indirect management fees or charges of any nature whatsoever except as specifically set forth herein, shall keep the Shopping Center in good repair and, in regard to the Leased Space, shall keep in repair and shall replace as necessary the roof and its supporting members, foundation, structural portions of the floor (excluding floor coverings), and the outside walls, and shall be responsible for all interior and exterior repairs of a structural nature or arising out of a structural defect. Notwithstanding the foregoing, Landlord shall be entitled to recover any costs or expenses incurred in the performance of any repairs required due to the negligence of Tenant, its agents, employees or contractors. In addition, if any material "latent defects" in the Leased Space become apparent at any time during this Lease and it shall appear that such latent defects existed on the Commencement Date or resulted from faulty design, workmanship or materials, Landlord shall cause the same to be repaired within thirty (30) (or if the same cannot reasonably be repaired within thirty (30) days, Landlord shall commence such repair as soon as reasonably possible and diligently pursue the same to completion thereafter) after receiving written notice from Tenant of such latent defects. As used herein, "latent defect" means a defect which is not apparent upon an ordinary and reasonable inspection by a professional engineer qualified to make such inspection. In no event will the costs of repairing any latent defects be included in Common Area Maintenance Costs.

Landlord shall also be responsible for all maintenance of, and repairs and replacements to, the Common Areas, including, without limitation, the following: keeping

the parking area repaired, adequately drained, lighted to a minimum average level of five (5) foot candles in Tenant's Protected Area and a minimum level equal to the lesser of the existing lighting or five (5) foot candles throughout the balance of the Common Areas, striped, cleaned and free of all debris, ice, snow and/or repaired and replaced as necessary and available at all times as a free parking lot for all customers of the Shopping Center, keeping the landscaping on the Shopping Center and all other Common Areas clean, lighted and in good repair, and keeping all sidewalks and Common Areas clean and free of all debris, ice and snow. Tenant shall be responsible for its Proportionate Share of the following Common Area costs only ("Common Area Maintenance Costs"): costs of cleaning, lighting, repairing and maintaining all common area improvements, (except to the extent proceeds of insurance or condemnation awards or other reimbursements are available therefor), the cost of performing routine quarterly maintenance to the roof, snow removal, removal of litter, parking lot striping, maintaining landscaping, common area liability insurance, security (if reasonably deemed necessary by Landlord), operating equipment rental and repairs, and the cost of those utilities servicing the Shopping Center Common Areas only which are not directly metered into the Leased Space and separately billed and paid for by Tenant pursuant to Subparagraph 6.6 hereof. Common Area Maintenance Costs shall be reasonable and shall not include (i) any direct or indirect management or administrative fees or charges in excess of ten percent (10%) of the Common Area Maintenance Costs in a Lease Year excluding real estate taxes, insurance and that portion of any single expense in excess of Ten Thousand Dollars (\$10,000), (ii) any charge for Landlord's overhead or profit, (iii) charges for any item that was or should have been originally constructed under the Construction Documents or repair of any latent defects, (iv) depreciation, (v) other than reasonable employee benefits of maintenance personnel, (vi) any environmental clean-up not necessitated by the acts of a Tenant Indemnified Person, and (vii) any expenses related to off-site maintenance or managerial personnel or facilities. Any charge for any item of equipment or any repair or improvement that is considered a capital expense under generally accepted accounting principles shall be amortized over the longest allowable period in accordance with generally accepted accounting principles, and Common Area Maintenance Costs for a Lease Year shall only include the amortized portion of such amount. Tenant's Proportionate Share of Common Area Maintenance Costs shall be paid in monthly installments on the first (1st) day of each month, the amount to be reasonably estimated by Landlord. Tenant's estimated monthly installment of Common Area Maintenance Costs for the first Lease Year shall be Five Thousand Three Hundred Seventy Dollars (\$5,370). Within ninety (90) days following the end of the period used by Landlord in estimating Landlord's costs, Landlord shall furnish to Tenant a detailed certified statement of the actual amount of such Common Area Maintenance Costs for such period supported by reasonably detailed statements, along with invoices or such other documentation supporting such costs as Tenant requests in writing. Within fifteen (15) days thereafter, Tenant shall pay to Landlord or Landlord shall credit against Tenant's next rent payment to Tenant (or refund to Tenant if the Lease has terminated), as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Maintenance Costs for such period as shown by such statement. If Tenant has not received the above statement within two