

Fill in this information to identify the case:

Debtor 1 GGI Holdings, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31318-hdh11

E-Filed on 08/03/2020
Claim # 206

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	
<u>Bradford Hills Associates, LLC c/o Otis and Clark</u> Name of the current creditor (the person or entity to be paid for this claim)	
Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?
	Where should payments to the creditor be sent? (if different)
	<u>Otis and Clark Properties, c/o Jim Otis</u> Name
	<u>1850 Craigshire Road, Suite 103</u> Number Street
	<u>St. Louis</u> <u>MO</u> <u>63146</u> City State ZIP Code
	Contact phone <u>(314) 434-4004</u>
	Contact email <u>jimotis@otisandclark.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 400,636.19. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease rejection damag

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ 0.00

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/03/2020
MM / DD / YYYY

Robert E. Eggmann
Signature

Print the name of the person who is completing and signing this claim:

Name Robert E. Eggmann
First name Middle name Last name

Title Attorney for Bradford Hills Associates, LLC

Company Carmody MacDonald P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 120 S. Central Avenue, Ste. 1800
Number Street
St. Louis MO 63105
City State ZIP Code

Contact phone (314) 854-8600 Email ree@carmodymacdonald.com

Attachment 1 - 2906260.pdf

Description - Lease Rejection Damages: Lease between Golds St. Louis, LLC and Bradford Hills Associates, LLC, Dated 12/10/12

LEASE REJECTION DAMAGES:
LEASE BETWEEN GOLDS ST. LOUIS, LLC AND
BRADFORD HILLS ASSOCIATES, LLC, DATED 12/10/12

Abated Rent (12/1/19-03/31/20 at \$23,333.33/mth for 4 mths)	\$ 93,333.33
Base Rent (4/1/20-1/19/21 at \$25,666.67/mth for 9.5 mths)	\$243,833.33
Nets for taxes, insurance, CAM (4/1/20-7/20/20)	\$ 40,308.09
Legal fees for lease rejection and negotiation of new lease	\$ 10,000.00
Real estate brokerage fee (4/1/20-1/19/21)	<u>\$ 13,161.45</u>

TOTAL DAMAGES:	\$400,636.19
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Attachment 2 - 2903065.PDF
Description - Lease Agreement

SHOPPING CENTER LEASE

BETWEEN

BRADFORD HILLS ASSOCIATES, LLC

AND

GOLD'S ST. LOUIS, LLC

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LEASE AGREEMENT

This Lease Agreement made and entered into pursuant to the following terms and conditions:

ARTICLE 1: PREMISES

1.1 BASIC TERMS AND DEFINITIONS. This Lease is subject to the following basic terms and definitions:

- (a) Date of Lease: December 10, 2012
- (b) Landlord: Bradford Hills Associates, LLC, a Missouri limited liability company
Address: 1850 Craigshire Rd., Suite 103, St. Louis, MO 63146
- (c) Tenant: Gold's St. Louis, LLC
Address: 125 E. John Carpenter Freeway Suite 1300 Irving, TX 75062
Notice address if different:
- (d) Trade Name of Tenant: Gold's Gym
- (e) Shopping Center: Bradford Hills (Subject to Section 1.3)
Address: 15828 – 15896 Manchester Rd., Ellisville, MO 63011
Total square feet in Shopping Center: 121,310
- (f) Premises: **Space #15890** containing approximately **35,000 sq. ft.**; by (diagram of Premises is attached as Exhibit A). **Tenant shall have a first right of refusal on all adjacent space. Tenant shall have five (5) business days advance written notice to respond. All space taken under the terms of first rights of refusal shall be at identical terms and conditions to those of the base lease, including base lease rates and a pro rata share of the tenant build out allowance**
- (g) Tenant's Pro Rata Share: **28.85%** (size of the Premises divided by size of Shopping Center)
- (h) Original Term: **ten (10) years** (see Section 2.1)
- (i) Commencement Date: As defined in Section 2.1
Expiration Date: **one hundred and twenty months from Commencement Date** (Subject to Section 2.1)
- (j) Renewal Option: **three (3) five (5) year options** (See Exhibit H)
- (k) Minimum Annual Rental: (see Section 3.1)

Months 1-4;	nets only	\$11,374.99	monthly
Base Rent			
Months 5-60;	\$280,000.00	annually; \$23,333.33	monthly
Months 61-120;	\$308,000.00	annually; \$25,666.67	monthly
Option 1;	\$346,500.00	annually; \$28,875.00	monthly
Option 2;	\$389,812.50	annually; \$32,484.38	monthly
Option 3;	Market Rate		
- (l) Make Rent Payable to: Bradford Hills Associates, C/o Otis & Clark Properties, 1850 Craigshire, suite 103, St. Louis, MO 63146
- (m) Permitted Use: **The Premises shall be used for and occupied by Tenant for use as a health club, which primary use shall include, but not be limited to, aerobics, free weights, group exercise classes, nutritional counseling, individual use of exercise equipment and personal training, physical therapy, therapeutic massage, sports medicine clinic, weight loss advice, tanning salon, supplements, retail concessions and juice bar provided however that Tenant shall not be required to offer all or any of these services at the Premises. Landlord agrees not to lease space in the Shopping Center or in any property owned by Landlord within a three mile radius to any tenant whose primary business is physical fitness or personal training and Tenant agrees not to open a competing facility within said three mile radius. (See Section 4.1).**
- (n) Brokers: **Otis & Clark Properties (Landlord's Broker) and CBRE and Wm. Boudoures Co. (Tenant's Brokers)**
- (o) Security Deposit; \$23,333.33; First Month's Rent; \$ -0-; as built drawing deposit \$-0- (see Section 3.11)
- (p) Estimated contributions for current calendar year, based upon Tenant's pro rata share of the Shopping Center (which amounts are subject to adjustment upon

receipt of relevant bills or invoices)

	<u>Estimated Annual Amount</u>	<u>Estimated Monthly Amount</u>
Taxes (See Section 3.8)	<u>\$77,350.00</u>	<u>\$6,445.83</u>
Insurance (See Section 3.9)	<u>\$9,100.00</u>	<u>\$758.33</u>
Common Area Operating Costs (See Section 3.10)	<u>\$50,050.00</u>	<u>\$4,170.83</u>
(q) Condition of the Premises (See Section 5.1): Tenant will take "as is" <u>YES/NO</u> (strike one) or upon substantial completion of Landlord's Work described on <u>Exhibit F</u> .		
(r) Guarantor(s): <u>Gold's Gym International, Inc.</u>		

1.2 DESCRIPTION: Landlord hereby leases the Premises to Tenant, and Tenant leases and accepts, subject to the terms and conditions of this Lease, the Premises. The use and occupation by Tenant of the Premises shall include the use, in common with others entitled thereto, of the Common Areas (as defined below), the employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas of the Shopping Center, and such other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease.

1.3 EXCEPTION AND RESERVATION: Landlord reserves and excepts from the Premises the roof and exterior walls of the building or buildings of which the Premises are a part except as specifically provided herein.

1.4 SHOPPING CENTER PROVISIONS: The term "Shopping Center" herein shall be deemed to mean the entire proposed development, including any and all proposed structures (whether reflected in Exhibit "A" or hereafter incorporated in the center during the term or any extension thereof), parking facilities, common facilities, and the like, built or to be built on the property shown on said Exhibit A, as the same may from time to time be reduced, or as the same may from time to time be increased by the addition of other land, together with structures and the like thereon which may from time to time be included by Landlord in the development. No rights or remedies shall accrue to Tenant arising out of the failure of Landlord to construct or lease any other parts of the Shopping Center or from any changes in occupancy by tenants in the Shopping Center. It is understood that said Exhibit A sets forth the general layout of the Shopping Center but shall not be deemed as a warranty, representation or agreement on the part of Landlord that the Shopping Center layout will be exactly as depicted on said Exhibit, and Landlord specifically reserves the right from time to time and without the consent of Tenant: (i) to change the number, size, height (including additional stories) or locations of the buildings other than the building in which the Premises are located or Common Areas in the Shopping Center as Landlord may deem proper; (ii) to change or modify any means of ingress or egress; (iii) construct building(s) and/or kiosk(s) on or in the Common Area; or (iv) to add additional land or buildings or both to the Shopping Center provided that it does not adversely affect Tenant or its business in the Premises. The land on which the Shopping Center is located is legally described on Exhibit B attached hereto and made a part hereof.

1.5 COMMON AREAS: The term "Common Areas" herein shall mean the parking areas, service roads, loading facilities, sidewalks, roofs, all paved or landscaped areas and other areas or facilities constructed or designated, or to be constructed or designated for use in common by the Tenant, other tenants in the Shopping Center and their employees and business invitees, subject, however, to the terms of this Agreement and reasonable rules and regulations prescribed from time to time by the Landlord.

1.6 TENANT'S PRO RATA SHARE: Tenant's Pro Rata Share has been calculated by dividing the size of the Premises by the size of the Shopping Center. Notwithstanding the foregoing, however, in the event that Tenant is responsible for reimbursing Landlord for Tenant's share of an expense which was incurred by Landlord on behalf of less than all of the tenants in the Shopping Center, then Tenant's pro rata share of said expense shall equal a fraction, the numerator of which equals the number of square feet in the Premises, and the denominator of which equals the number of square feet in the tenant spaces leased by those tenants on whose behalf such expense was incurred.

ARTICLE II: TERM

2.1 BASE TERM: The original term of the Lease shall be for the period set forth in Section 1.1(h) from the "Commencement Date" as hereafter provided unless sooner terminated hereby. The Commencement Date shall be the earliest of the following dates: (a) the date which is two hundred forty (240) days after the Delivery Date; or (b) the date on which Tenant shall open the Premises for business. Upon the written request of Landlord or Tenant, the parties shall enter into a written memorandum setting forth the lease Commencement Date and lease termination date in the form set forth on Exhibit C hereto. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to commencement of the term, and the parties agree to be bound by these articles prior to the Commencement Date. The Delivery Date shall be the date on which the following have occurred:

(i) Delivery of the Premises fully demised with all interior walls and fixtures demolished, broom clean and free of any prior tenant's fixtures and property, free of all other tenants' rights including but not limited to all prohibited uses, exclusive uses or the like that would affect Tenant's ability to occupy and/or operate per the use provision found herein in the Premises and Landlord has completed Landlord's work as shown on Exhibit F;

(ii) The Premises, to the best of Landlord's knowledge, is free of all hazardous materials and in compliance with all requirements of the Americans with Disabilities Act;

(iii) Approval of Tenant's plans by Landlord; and

(iv) Tenant has received a non-disturbance agreement from all current lenders

In the event the Commencement Date shall occur on a day other than the first day of the month then the first lease year shall be extended to include the remaining days of said month. Tenant shall pay rent for the fractional month on a per diem basis (calculated on the number of days in such month).

ARTICLE III: RENT AND OTHER TENANT CONTRIBUTIONS

3.1 MINIMUM RENT: Beginning on the Commencement Date, Tenant shall pay to Landlord, without notice, the amount set forth in Section 1.1(k) as minimum rent for the Premises, per month during the term of this Lease, in advance on the first day of each month to the entity and at the address set forth in Section 1.1(l) above or at such other place as Landlord may designate from time to time. In the event the term commences or ends on other than the first day of the month, the rental for that month shall be prorated in proportion to the number of days the lease is in effect for that month that bears to the actual number of days for that month. All minimum rent, percentage rent and additional rent payable under this Lease shall be paid without setoff, abatement or deduction whatsoever.

3.2 PERCENTAGE RENT: Intentionally omitted.

3.3 LEASE YEAR: Intentionally omitted.

3.4 PARTIAL YEAR: Intentionally omitted.

3.5 GROSS RECEIPTS: Intentionally omitted.

3.6 RIGHT TO AUDIT: Intentionally omitted.

3.7 SALES REPORTING: Intentionally omitted.

3.8 TAXES: Beginning on the Commencement Date Tenant agrees to pay Landlord as additional rent Tenant's Pro Rata Share of all real estate and ad valorem taxes, including any and all general or special assessments, which may be levied or assessed by any lawful authority for each calendar year during the Lease Term including those assessed against the land and/or buildings comprising the shopping center. Notwithstanding the foregoing, however, in the event that (i) the Premises are separately assessed for real estate tax purposes, or (ii) the Landlord obtains from the tax assessor's office a breakdown of the real estate tax bill for the Shopping Center which allocates a specific portion of the tax bill to the Premises, Tenant shall pay Landlord all real estate taxes and ad valorem taxes (including all general and special assessments) assessed or allocated with respect to the Premises as Tenant's Pro Rata Share. Tenant agrees to pay to Landlord on the first day of each month of the term in advance such amount as Landlord shall reasonably estimate to be 1/12th of the annual Tenant's Pro Rata Share of the anticipated taxes for the ensuing year, at the time and place provided for the payment of rent. Upon receipt of the tax bills for any given year, the Landlord shall compute the share of said bills due from Tenant and a summary shall be furnished to Tenant reflecting the actual amount of taxes due. In the event the amounts paid by Tenant during the preceding period shall be in excess of Tenant's Pro Rata Share, the excess shall be credited against the next ensuing payments due from Tenant; in the event the amount paid by Tenant shall be less than Tenant's Pro Rata Share, then it shall pay the remaining balance within ten (10) days after such notice is furnished. The notice furnished Tenant shall also include a computation of the estimated sums that would be due from Tenant each month for the ensuing lease year and the monthly tax payment to be made as aforesaid shall be adjusted accordingly for the ensuing period. In the event any tax shall be assessed upon rent by any governmental authority to the Premises, Tenant shall pay the full amount of the tax assessed with respect to the rent payable by Tenant under this Lease. In the event Landlord shall elect to contest any proposed increase in taxes, any expense incurred in such contest, including reasonable attorneys' fees or appraisers' fees shall be considered as tax expenses under the terms of this paragraph, and Tenant shall pay Tenant's Pro Rata Share of such expenses. In the event the method of taxation applicable to real property shall be adjusted or modified, a modification agreement, with respect to this paragraph, shall be entered into to equitably apply the principal hereof to said revised tax system. Tenant's obligations hereunder shall be equitably prorated during the first and last years of the term of this Lease based on the number of months of the term hereof falling within such years.

3.9 INSURANCE: Beginning at the time of Tenant's possession of the demises premises, Tenant agrees to pay to Landlord as additional rent and in the same manner as is described in Section 3.8 above, Tenant's Pro Rata Share of the cost incurred by Landlord for the insurance obtained by Landlord in connection with the Shopping Center as required by Section 6.12.

3.10 COMMON AREA MAINTENANCE: Beginning on the Commencement Date, Tenant agrees to pay Landlord as additional rent and in the same manner as is described in Section 3.8 above, Tenant's Pro Rata Share of the expenses of common area maintenance of the Shopping Center. The common area maintenance expenses shall include, without limitation, all reasonable expenses incurred in operating, managing, equipping, lighting, repairing, replacing, and maintaining the Common Areas, including any expenses relating to landscaping and gardening, utility lines and facilities, parking lots, line painting, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage and other refuse, cost of all rentals of machinery equipment in such maintenance, the cost of personnel to implement such services to direct parking and to police and to obtain security protection for the Common Areas, if any, the cost of all water used in the Common Areas and such other expenses in which Landlord may engage to administer, maintain, repair, replace improve or service the Common Areas, and including, but not limited to, the cost of all materials, supplies and services purchased or hired for operating, maintaining repairing and replacing the Common Areas. Common Area Maintenance Expenses shall also include 7% of all the foregoing costs to cover the administrative costs relative to the operation of said Common Areas. It is expressly understood that in calculating the 7% administrative cost, the taxes and insurances expenses described in Sections 3.8 and 3.9 shall be excluded, together with utility expenses which are separately billed to Tenant. Within 45 days after the end of each calendar year, Landlord shall supply Tenant with a statement covering all costs and expenditures as enumerated in this paragraph and a determination of Tenant's Pro Rata Share (the "Center Expense Statement"). In the event the amount paid by Tenant shall be less than Tenant's Pro Rata Share, the same shall be paid within ten (10) days after written notice of such determination, or in the alternative, any payment made by the Tenant in excess of its Tenant's Pro Rata Share of the sum, shall be credited to the next sums due from Tenant. Said statement shall also contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the calendar year, which determination shall be based in part on the statement of expense for the preceding year modified by any known increases in the cost of said services. Notwithstanding the foregoing controllable CAM expenses shall not increase by an amount greater than 5% over the previous year on a non-cumulative, non-compounding basis.

(a) Tenant shall have the right, at Tenant's expense, to audit Common Area Maintenance Expenses for any calendar year (or partial calendar year occurring during the Term of the Lease) for a period of ninety (90) days following the receipt of the Center Expenses Statement for any calendar year period or partial calendar year period. Landlord shall provide reasonable access to all books and records relating to Common Area Maintenance Expenses upon notice to Landlord at least two days in advance, during ordinary business hours. Landlord shall retain copies of all records related to Common Area Maintenance Expenses for four (4) years. The audit shall be conducted only by reputable independent certified public accountants employed by Tenant on an hourly or fixed fee basis, and not on a contingency fee basis. The nature and content of any audit are confidential, and Tenant, for itself and on behalf of its representatives, shall not disclose the information obtained from the audit to any other tenant in the Shopping Center or any other parties, except for its attorneys, accountants, and other persons assisting Tenant with evaluation of the Common Area Maintenance Expenses. If as a result of its audit, Tenant determines that the actual Common Area Maintenance Expenses for the period covered by any statement are less than the amount shown on the Center Expenses Statement, Tenant shall promptly notify Landlord of such determination, which notice shall be accompanied by a copy of the results of Tenant's audit.

(b) Upon receipt of such notice and accompanying information, Landlord may object to Tenant's determination by providing Tenant with written notice of such objection within 30 days following receipt by Landlord of Tenant's notice and accompanying information. Unless Landlord so objects, Landlord shall credit (or refund, if no further amounts are due under this Lease) to Tenant the excess as determined by the results of Tenant's audit within 30 days following receipt of Tenant's notice and accompanying information. If, however, Landlord timely objects, Landlord and Tenant shall negotiate for a 30-day period to attempt to reach agreement concerning the dispute, following which they shall appoint, by mutual agreement, a neutral independent certified public accountant who shall promptly make a written determination of the Common Area Maintenance Expenses for the period in question and shall provide such determination to Landlord and Tenant. The neutral independent certified public accountant's determination shall be binding upon Landlord and Tenant for all purposes.

(c) If the neutral independent certified public accountant determines (or if Landlord does not timely object to the results of Tenant's audit) that Landlord has overstated Tenant's pro rata share of Common Area Maintenance Expenses by 5% or more cumulatively for the period covered by the audit, then Landlord shall pay (i) for the reasonable costs of Tenant's audit, as well as (ii) the fees and costs owed to the neutral independent certified public accountant for its services, and (iii) if Landlord has objected to Tenant's audit, all reasonable costs incurred by Tenant in disputing such Center Expenses Statement. If the neutral independent certified public

accountant determines that Landlord did not overstate Center Expenses by 5% or more cumulatively for the period covered by the audit, Tenant shall pay the fees and costs owed to the neutral independent certified public accountant for its services and shall pay all reasonable costs incurred by Landlord in connection with the dispute over Common Area Maintenance Expenses. Any amount owed by one party to the other following the neutral auditor's determination shall be paid within 10 days of the date of such determination.

The following shall be excluded from the Common Area Maintenance Expenses: (a) any expenditure that is properly categorized as capital under generally accepted accounting principles, including, without limitation: the original investment in capital improvements, any replacements of capital items or other equipment, and structural additions to the Shopping Center; (b) debt service on any loans affecting the Shopping Center; (c) ground rents paid by Landlord for the property on which the Shopping Center is located; (d) legal or other fees associated with the enforcement of leases against other tenants; (e) leasing commissions and other expenses incurred in connection with the development or leasing of the Shopping Center; (f) improvements, repairs or alterations to interior of spaces leased to other tenants; (g) the cost of providing any service directly to any other tenant; (h) the cost of any items to the extent Landlord receives reimbursement from a third party; (i) any reserves for future expenditures or liabilities which would be incurred subsequent to the then current accounting year; (j) costs in connection with the cleanup or removal of Hazardous Substances not caused by Tenant; (k) any bad debt loss, rent loss or reserve for bad debt or rent loss; (l) any management fee or similar fees or charges which exceed 5% of the total of all other Common Area Maintenance Expenses; and (m) any salaries or payroll expenses of Landlord's employees of office or other employees not directly working on the Shopping Center. There shall be no duplication of charges and at no time shall Tenant pay a proportionate share of an amount that exceeds Landlord's cost for any particular expense.

3.11 SECURITY DEPOSIT: Tenant shall, upon execution of the Lease, deposit with Landlord the sum set forth in Section 1.1(o) as security deposit for the faithful performance of all Tenant's duties and obligations to be performed hereunder. Said amount shall be applied to Tenant's first month's rent and Tenant shall have no security deposit after that time.

3.12 PAYMENT OF CHARGES: All rent, additional rent and other charges to be paid by Tenant shall be paid as provided in this Agreement without any offset or deduction whatsoever and the non-payment of any item within ten (10) days after written notice from Landlord shall constitute an item of default under the terms hereof, except as provided to the contrary in Section 9.1.

3.13 LATE PENALTY: In the event any payment due Landlord is not received within five (5) days of the date when said payment is due, Landlord may assess as additional rent a late payment administration charge in the amount of ten percent (10%) of each payment not received when due. Alternatively, rent (including minimum rent, percentage rent and monthly reimbursements for taxes, insurance and Common Area maintenance costs and all other charges required to be paid by Tenant to Landlord) in arrears five (5) days after the same is due shall bear interest at the annual rate (the "Default Rate") of two percent (2%) in excess of the prime rate of Bank of America. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay any sums when due.

ARTICLE IV: USE OF PREMISES

4.1 TENANT'S USE: The Premises shall be used and occupied by Tenant solely for the specific purpose identified in Section 1.1(m), and for no other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. It is expressly understood that Landlord shall not be deemed to have unreasonably withheld or delayed its consent to any lawful use of the premises which, in Landlord's reasonable judgment, is inconsistent with the image or tenant mix in the Shopping Center or which would, in Landlord's reasonable judgment, adversely affect parking or access within the Shopping Center or the value or operation of the Shopping Center. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy, and shall not violate in any manner any of the exclusive use rights granted by Landlord to any other tenants in the Shopping Center, copies of which exclusive use provisions contained in said leases are either attached to this Lease as Exhibit D or which will be provided to Tenant during the term of the Lease (it being understood, however, that no exclusive use provision which may be provided to Tenant in the future shall restrict any lawful business then being conducted by the Tenant in the Premises).

No audio, visual or other devices shall be used in a manner so as to be seen or heard outside of the Premises. Tenant shall not make or permit any noise, odor or gases which Landlord deems objectionable to emanate from the Premises. Tenant shall not allow or permit any vibration, light or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort, or convenience of Landlord or any other tenants or occupants of the Shopping Center or their customers, agent, or invitees or any others lawfully in or upon the Shopping Center. Notwithstanding anything in this Lease to the contrary Tenant may operate a gym in a manner (including all amenities, activities and functions) consistent with other Gold's Gyms in the St. Louis metropolitan area.

Landlord (or any person or entity which controls, is controlled by, or is under common control with

Landlord) shall neither (i) enter into any lease or other occupancy agreement covering the Landlord Property with any person or entity whose use of the property could compete with any use included in the Permitted Use, nor (ii) itself use the Landlord Property in a way that could compete with any use included in the Permitted Use. As used herein, "Landlord Property" means any real property owned or leased by Landlord, or any person or entity which controls, is controlled by, or is under common control with Landlord, located within three (3) miles of the Premises boundaries, including the remaining leasable space within] the Shopping Center. The foregoing exclusive use prohibition shall not be deemed to apply to child-care facilities, nutritional supplement stores (such as GNC), physical therapy clinics operated by a licensed physical therapist on a per service basis (as opposed to a membership basis), personal amenity facilities (such as, fingernail salons, hair salons, or spas related thereto) which are not primarily a physical fitness facility or for providing physical fitness services. In the event of a breach of this covenant by Landlord, if Landlord fails to cure such default within five (5) days after notice from Tenant, all Rent shall abate until Landlord cures such default. Tenant shall also have all rights and remedies available to it at law or in equity (including, without limitation, the right of injunction).

4.2 HOURS: Intentionally Deleted.

4.3 UTILITIES: Landlord shall provide to the Premises adequate utilities required for Tenant's permitted use (including water, sewer, gas, electricity, including electricity for lighting, HVAC, telephone and fire equipment) and separate meters for all such utilities except water and sewer which shall be a shared utility with the neighboring space. Flow meters shall be used to calculate usage. Landlord shall be responsible for all utility hook-up, tap, impact, lateral, system development and other fees and costs pertaining to the utilities.

Tenant agrees to pay for Tenant's requirements of electric current, gas, sewer, heat, water, trash removal and all other utilities and all taxes or charges on such utility services which are used on or attributable to its Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises unless caused by Landlord. Upon expiration or earlier termination of this Lease all utility services to the premises shall be ordered disconnected and all final bills paid by Tenant prior to the return of any portion of the security deposit.

4.4 SIGNS: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be solely responsible for maintenance, upkeep, replacement and removal its signage. Upon termination of this Lease for whatever reason Tenant shall remove all exterior signage from both the signboard and pylon/monument signs (if any) and repair any damage caused by such removal. Removal of signage and repair of damaged caused by such removal shall be solely at Tenant's expense. A copy of Landlord's sign criteria is attached as Exhibit E hereto. Landlord hereby approves Tenant's signs depicted on Exhibit J hereto.

Tenant shall have the right to place signage on the two existing pylon signs; Tenant must pay for production and installation of such signs placement of Tenant signage on a lower panel of the pylon sign will at no charge, placement of Tenant signage on the header (top of the sign) will require a onetime payment to Landlord of \$1,500.00 per sign.

Tenant shall be permitted to install on the exterior of the building, the maximum amount of signage permitted by applicable law.

4.5 HAZARDOUS OR TOXIC MATERIALS: Tenant shall not use, store, manufacture, dispose of or discharge any pollutants, contaminants, or harmful or hazardous substances from or on the Premises or otherwise occupy or permit the Premises to be occupied or used in a manner which (i) violates any law, regulation, rule or other governmental requirement, (ii) impairs the health, safety or condition of any person or property or (iii) adversely affects the use, enjoyment or value of the Premises or the surrounding property. Tenant shall promptly notify Landlord of the breach, or the potential or threatened breach, of any of the provisions of this paragraph. Upon 48 hours' prior notice, Landlord shall have the right of access to the Premises to inspect, test and, in Landlord's sole discretion, remedy any potential environmental problem. Tenant shall indemnify and hold Landlord and its officers, shareholders, partners, employees, and agents, harmless from any loss, claim, liability or expense (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal, restoration expenses, diminution in value of the Premises, damages for the loss or restriction on use of rental or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space) arising in connection with Tenant's failure to comply with the provisions of this paragraph. A breach of the provisions of this paragraph shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease or otherwise provided by law. Tenant's obligation hereunder shall survive the expiration or sooner termination of this Lease.

ARTICLE V: CONSTRUCTION, MAINTENANCE AND REPAIRS

5.1 TENANT IMPROVEMENT ALLOWANCE: Intentionally Deleted.

5.2 CONDITION OF PREMISES. Landlord agrees at its cost and expense to complete Landlord's Work as described on Exhibit F hereto and to deliver possession of the Premises to Tenant in a substantially completed condition on or before the date set out in Exhibit F ; provided, however, that in the event Landlord's Work is delayed or hindered by strike, casualty, fire, injunction, inability to secure materials, or restraint of law, unusual action of the elements, or any other cause beyond the control of Landlord, then the said period shall be extended to the extent of such delays. If the Delivery Date has not occurred by April 15, 2013, then Landlord shall give Tenant a credit against Rent equal to two days of Minimum Annual Rent for each day after the April 15, 2013, until the Delivery Date. If the Delivery Date has not occurred by June 30, 2013, then Tenant may terminate this Lease and have no further obligation or liability to Landlord. Notwithstanding the foregoing Tenant acknowledges that construction of the new store entrance may not be completed prior to April 15, 2013 and is not subject to the above requirements provided that such does not interfere with Tenant's construction and further provided that Landlord secures the Premises, including, without limitation, installation of a secure entrance to the Premises. In the event this Lease is so terminated, Tenant shall not be liable to Landlord on account of any covenant or obligation herein contained, and any security deposit shall be refunded to Tenant. The term "substantially completed" as used in this Lease shall mean that the Landlord's Work, if any, to be performed as described in Exhibit F hereof, has been completed with the exception of minor items which can be completed without material interference with the installation of fixtures or improvements for Tenant's business. Tenant, prior to the commencement of the term, shall, with the prior consent of Landlord, be permitted to install fixtures and equipment. Any work done by Tenant prior to completion of the Premises shall be done in a manner as will not interfere with the progress of the work by Landlord of completing construction, and Landlord shall have no liability or responsibility for loss of or any damage to fixtures, equipment or other property of Tenant so installed or placed in the Premises.

Landlord will leave existing exit/emergency lighting (if any) in the demised premises, however, Landlord makes no warranty as to the condition, function, location, suitability or code compliance of such lighting for Tenant's needs. Additional fixtures, relocation of fixtures and/or repair or replacement of fixtures shall be at Tenant's sole cost.

5.3 TENANT'S WORK. Other than Landlord's Work, Tenant shall make all other necessary improvements to the Premises to operate Tenant's business ("Tenant's Work"). Tenant's Work shall include (without limitation) those items and materials described on Exhibit F hereto. Tenant's Work shall comply with all applicable statutes, ordinances, regulations, and codes and shall strictly comply with the requirements of this Article. Tenant may not puncture the roof or interfere with the sprinkler system without specific written permission from Landlord and except as shown on Tenant's approved Plans.

5.4 TENANT'S DUTY TO REPAIR: Except as provided for in paragraph 5.5 of this Lease as being required of the Landlord, Tenant shall:

(a) keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door locks, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Premises and any plumbing and sewage facilities outside the Premises, which are damaged by Tenant, fixtures, heating and air conditioning (whether or not located in the Premises) and electrical systems, sprinkler system, walls, floors and ceilings, meters applicable to the Premises, and all installations made by Tenant under the terms of this Lease and any Exhibits thereto, as herein provided; any repairs required to be made in the premises due to burglary of the Premises or other illegal entry into the demised premises or any damage to the Premises caused by a strike involving the Tenant or its employees. Tenant shall not be required to make any repairs occasioned by the act or neglect of Landlord, its agents, employees or contractors, all of which shall be the responsibility of Landlord notwithstanding the foregoing provisions of this Section 5.3(a). Any charges to furnish service to the Premises made by any utility company or municipality shall be paid by Tenant within time limit specified by each utility company. Notwithstanding the foregoing in the event that the roof top HVAC unit needs to be replaced during the term of this lease or any extension thereto and provided that Tenant has fulfilled all obligations under Article 5.3 (b) of this Lease then Landlord and Tenant shall share equally in the cost of such replacement. Said replacement shall be performed by Landlord's contractor and only with Landlord's prior written approval.

(b) contract with a service company for reasonable maintenance of the heating, ventilation, and air conditioning equipment, with a copy of the service contract to be furnished to Landlord within thirty (30) days after opening for business and a copy of any subsequent contracts to be furnished from time to time during the term. (See Exhibit G). Alternatively, Tenant may provide for the reasonable maintenance of the heating, ventilation and air-conditioning equipment servicing the Premises in another manner reasonable and satisfactory to Landlord.

(c) keep and maintain the Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, by statute, ordinance or otherwise, applicable to the Premises and all appurtenances thereto. If Tenant refuses or neglects to commence and to complete repairs

promptly and adequately within thirty (30) days after written notice from Landlord (provided that if such repair cannot be completed within such 30 day period, then Tenant shall have such additional time as is reasonably necessary to complete such repair), Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof to Landlord as an additional rent upon demand.

(d) In the event that Tenant shall be in default under this Section, Landlord shall have the right, but not the obligation, to cure such default on behalf of Tenant, in which event Tenant shall reimburse Landlord, on demand, for all sums paid by Landlord to effect such cure, plus interest thereon at the Default Rate from the date of expenditure by Landlord until the date of reimbursement by Tenant. In order to collect such reimbursement, Landlord shall have all the remedies available to it under this Lease for a default in the payment of rent.

5.5 SURRENDER OF PREMISES: Upon termination of this or any renewal term, the Tenant does agree to deliver the Premises in the same condition as the Premises were on the date the Tenant opened the Premises for business to the public (subject, to the removals hereinafter required), reasonable wear and tear and damage due to casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination of locks, safes and vaults, if any, in the Premises. Tenant during the last thirty (30) days of such term shall remove all its trade fixtures, furniture and equipment and, to the extent required by Landlord by written notice, any other installations, alterations or improvements provided herein, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term. Any items remaining in the Premises on the termination date of this lease shall be deemed abandoned for all purposes and shall become the property of Landlord, the Landlord may dispose of the same without liability of any type or nature.

5.6 LANDLORD'S DUTY TO REPAIR: Landlord shall keep and maintain the Common Areas of the Shopping Center and the utility lines serving the Premises, the foundation, exterior walls and roof of the Shopping Center and the structural portions of the Premises which were installed by Landlord pursuant to Exhibit F (unless repairs to the above are made necessary by the actions of Tenant or its invitees), exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls in good order, condition and repair (including any such replacement and restoration as is required for that purpose), except that Landlord shall not be called upon to make any such repairs occasioned by the act or neglect of, or the excessive, unintended or improper use of the Premises by, Tenant, its agents, employees, invitees, licensees or contractors or by any of Tenant's equipment, machinery, trade fixtures or by the nature of Tenant's business. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Premises and appurtenances. Any of the foregoing repairs required to be made by reason of the act or negligence or the excessive, unintended or improper use of Tenant, its agents as above described, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this paragraph.

5.7 TENANT'S ALTERATIONS: Except as expressly permitted herein, Tenant shall not construct any improvements after the initial improvements or make any structural alterations to the Premises without first obtaining the written consent of Landlord; provided that, Tenant may make non-structural alterations or improvements which cost less than \$50,000.00, without obtaining Landlord's consent. All such work shall be done in a good and workmanlike manner, in accordance with all applicable laws of any governmental authority having jurisdiction over the Shopping Center, and shall be diligently prosecuted through completion. Landlord's approvals shall not be unreasonably withheld, conditioned or delayed.

5.8 MECHANIC'S LIENS: If Tenant makes any alterations or improvements in the Premises, Tenant must pay for same when made. Nothing in the Lease shall be construed to authorize Tenant or any person dealing with or under Tenant, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Landlord in the estate of the Premises, or any person under or through whom Landlord has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance or any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Premises, but, on the contrary, the right or power to charge any lien, claim or encumbrance of any kind against Landlord's rents or the Premises or said land is denied. In the event of the filing of a notice of any such lien, Tenant will promptly pay same and take steps immediately to have same removed. If same is not removed within ten (10) days from the date of written notice from Landlord, Landlord shall have the right at Landlord's option of paying the same or any portion thereof and the amounts so paid, including attorneys' fees and expenses connected therewith and interest at the Default Rate on any sums paid or advanced shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon rendition to Tenant of bill. Notwithstanding the foregoing, Tenant shall have the right to contest in good faith any such lien provided Tenant gives Landlord security for the payment of the lien, which is in form and amount acceptable in all respects to Landlord; said security shall be provided to Landlord prior to the time Tenant commences its contest of such lien. Tenant will indemnify and save Landlord harmless from and against all loss, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvement, made by Tenant.

5.9 EMERGENCY LIGHTING: In the event that any governmental regulations from time to time shall require emergency lighting to be installed in the Premises the installation and the maintenance of the same, including providing of battery power shall be the responsibility of Tenant.

5.10 ROOF: Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Premises, will not in any manner cut or drive nails into or otherwise mutilate the roof of the Premises and will be solely responsible for any damage caused to the roof by any acts of Tenant, its agents, servants, employees, contractors or by any of Tenant's equipment, machinery, trade fixtures or by the nature of Tenant's business.

With Landlord's prior written consent and in a location determined by Landlord, Tenant will have the right to install, at no monthly rental charge, one roof-mounted antenna or satellite dish for its sole use. Commencing as of the time of installation, Tenant shall conform to all applicable laws and ordinances with regard to use, installation and maintenance of the device requested by Tenant. Tenant, at its sole cost, shall have the right to make structural modifications to any certain portions of the roof to enhance the usability of the space which may or may not include raising the height of all or part of the roof. All plans and specifications therefore shall be reviewed and approved by Landlord prior to any installation. Such approval shall not be unreasonably withheld.

ARTICLE VI: INSURANCE

6.1 INDEMNITIES: Subject to the provisions of Section 6.11, Tenant shall protect, indemnify and save Landlord harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property occurring within the Premises arising out of or resulting in any way from any act or omission of Tenant, its agents, servants and employees, in the use of the Premises during the term of this Lease.

Subject to the provisions of Section 6.11, Landlord shall protect, indemnify and save Tenant harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property occurring outside the Premises arising out of or resulting in any way from any act or omission of Landlord, its agents, servants and employees during the term of this Lease

6.2 NOTICE OF CLAIM OR SUIT: Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against the Landlord of which Tenant has knowledge. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the attorneys' fees and costs incurred in connection with said litigation by Landlord.

6.3 FIXTURES: Tenant shall obtain insurance covering all trade fixtures, merchandise and personal property from time to time located in, on or upon the Premises, in an amount not less than eighty percent (80%) of their full replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler leakage (if the Premises are sprinklered), vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article VII hereof.

6.4 LIABILITY INSURANCE: Tenant agrees to maintain at its expense at all times during the lease term full liability insurance properly protecting and indemnifying Landlord and naming Landlord as additional insured. The limits of such Commercial General Liability Coverage shall be at least \$1,000,000.00 each occurrence, and no less than \$1,000,000.00 for bodily injury or death or property of any one person with additional excess or "umbrella" coverage in an amount not less than One Million Dollars (\$1,000,000.00). Tenant's Commercial General Liability Policy must also include a minimum limit of \$300,000 of Fire Legal Liability coverage. Tenant shall be responsible for reimbursing Landlord for the cost of repairing and/or replacing any damaged portion of the building which the Premises are a part if said damage is caused by fire and is the result of any act or neglect on the part of Tenant.

6.5 PLATE GLASS MAINTENANCE: Tenant shall keep and maintain during the term hereof, plate glass insurance upon the windows and doors in the Premises delivering certificates of such insurance to Landlord.

6.6 DRAM SHOP INSURANCE: In the event that at any time during the term of this Lease or any extension or renewal thereof, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Premises (it being understood and agreed, however, that the foregoing provision shall not authorize the use of the premises for such purposes without the express consent of the Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain and keep in force, Dram Shop/Liquor Liability Insurance protecting both Tenant and Landlord in connection therewith with policy limits of at least \$1,000,000 each occurrence and \$1,000,000 aggregate for such higher limits as may be provided for under the laws of the State in which the Premises are located, shall be acceptable to Landlord and/or its Lender. In the event Tenant shall fail to procure such insurance where applicable, then sales of the foregoing products shall be suspended until such coverage is again in force.

6.7 FAILURE TO PROCURE INSURANCE: In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the term, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense, plus interest hereon at the Default Rate from the date of expenditure by Landlord until the date of reimbursement by Tenant. In order to collect such reimbursement, Landlord shall have all the remedies available to it under this Lease for a default in the payment of rent.

6.8 INCREASE IN FIRE INSURANCE PREMIUM: Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.

6.9 PROPERTY OF TENANT: Tenant agrees that all property owned by it in, on or about the Premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss of or damage to Tenant or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Premises or elsewhere, irrespective of whether or not Landlord may be deemed to have been negligent with respect thereto, and provided such damage or loss is not the result of an intentional and willful wrongful act of Landlord.

6.10 POLICY FORM OF TENANT'S INSURANCE: All policies of insurance provided for herein shall be issued by insurance companies, with a general policy holder's rating of not less than A and a financial rating of not less than A-VIII as rated in the most current available "Best's" insurance reports, and qualified to do business in the State where the Premises are located, which policies shall be for the mutual and joint benefit and protection of Landlord, Landlord's mortgagees and Tenant. Executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability policies shall contain a provision that Landlord shall be entitled to recovery under said policies for any loss occasioned to it or its servants, agents and employees by reason of the negligence of Tenant. Tenant shall give Landlord thirty (30) days' prior written notice of any cancellation or material modification of the insurance policies required hereunder. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All public liability, property damage and other casualty policies shall be procured and maintained by Tenant in like manner and to like extent. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

6.11 WAIVER OF SUBROGATION: Notwithstanding anything to the contrary contained herein, Landlord and Tenant and all parties claiming under, by or through them hereby mutually waive all rights of recovery each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents or to other portions of the Shopping Center, arising from any risk insured against by Landlord or Tenant, and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The release and waiver of subrogation rights provided herein shall apply only if and to the extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder. Each party shall obtain from their insurers any waivers or special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

6.12 LANDLORD'S INSURANCE: Landlord shall procure and maintain throughout the Term of this Lease a policy or policies of insurance causing the Shopping Center and all improvements thereon to be insured under standard fire and extended coverage insurance for their actual replacement cost and causing the Common Areas to be insured under commercial general liability insurance for limits of not less than One Million and No/Dollars (\$1,000,000.00) per occurrence and Five Million and No/Dollars (\$5,000,000.00) annual aggregate for personal injury including bodily injury and death or property damage liability and shall contain a contractual liability endorsement (and any other endorsements or special coverages which are customary carried by owners of similar properties).

ARTICLE VII: FIRE OR OTHER CASUALTY

7.1 FIRE OR OTHER CASUALTY: If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received in hand by Landlord therefore. If by reason of such occurrence, (a) the Premises are damaged the whole or in part as a result of a risk which is not covered by Landlord's insurance policies, or (b) the Premises are damaged in whole or in part during the last year of the Lease term (or at any time during any renewal

term exercised prior to such loss); or (c) the building of which the Premises forms a part or one or more of the buildings which then comprise the Shopping Center is or are damaged (whether or not the Premises are damaged) to the extent of thirty percent (30%) or more of the then replacement value thereof; or (d) any or all of said buildings or the Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such an extent that the Shopping Center cannot in reasonable judgment of the Landlord be operated as an integral unit; or (e) any mortgagee or trust deed holder requires that any of Landlord's insurance proceeds be applied to reduce Landlord's loan balance, then in any of such events, Landlord may elect either to repair the damage as aforesaid, or cancel this Lease by written notice of cancellation given to Tenant within one hundred and twenty (120) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date the damage occurred were the date herein fixed for the expiration of the term hereof and Tenant shall immediately vacate and surrender the Premises to Landlord. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises, or the Shopping Center requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon the Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the term hereof. Upon the termination of this Lease as aforesaid, Tenant's liability for the rents reserved hereunder shall cease as of the date of such damage. Unless this Lease is terminated by Landlord as aforesaid, this Lease shall remain in full force and effect and Tenant shall repair, restore or replace Tenant's trade fixtures, decorations, signs and contents in the Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction and the proceeds of all insurance carried by Tenant on said property shall be held in trust by Tenant for the purpose of such repair, restoration or replacement. If the casualty renders the Premises untenable in whole or in part, a proportionate abatement of the minimum rent and all additional rent shall be allowed from the date when the damage occurred until the date when the Premises can be made tenantable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

8.1 TENANT ASSIGNMENT: Tenant shall not assign, transfer or encumber this Lease without the prior written consent of Landlord, and shall not sublet or allow any other tenant to come in, with or under Tenant without like prior written consent, which consent shall not be unreasonably withheld. Except for a corporate tenant whose stock is traded on the New York or American Stock Exchange or on the "over the counter" market, a transfer of any of Tenant's or guarantor's stock or a transfer or change of "control" of Tenant or guarantor, if Tenant or guarantor is a corporation, or a change in the composition or percentage of ownership or management of the persons or entities owning or controlling any interest in any non-corporate tenant which results in a transfer or change of control of Tenant shall be deemed an assignment for the purposes of this paragraph. "Control" shall mean, (i) with respect to a corporation, the ownership, directly or indirectly, of stock possessing, or the right to exercise, at least 51% of the total combined voting power of all classes of the controlled corporation's stock issued, outstanding and entitled to vote for the election of directors, and (ii) with respect to a limited liability company, the ownership directly or indirectly of at least 51% of the membership interest of such company or the change of or addition of managers or members of such company (iii) with respect to a partnership or other business entity, the ownership, directly or indirectly, of at least 51% of all the legal and equitable interests. If Tenant desires the consent of Landlord to sublease or assign, Tenant must submit the sublease or assignment to Landlord for its approval, together with the following documents: (a) a complete financial statement of the subtenant or assignee with an authorization to verify the same; (b) a declaration by the subtenant or assignee as to the type of business to be carried out and the number of employees to occupy the Premises; (c) payment of a \$300.00 fee for processing and approval of the sublease or assignment documents; and (d) proof of payment of all leasing commissions, if applicable. Consent of Landlord to one assignment or subletting of the Premises shall not constitute a waiver of Landlord's rights hereunder. In no event shall Tenant assign or sublet the Premises or any portion thereof for any use which will violate the exclusive use rights or prohibited use provisions granted to any other tenant in the Shopping Center. Any assignment or subletting, notwithstanding the consent of the Landlord, shall not in any manner release Tenant or any guarantor herein from its continuing liability for the performance of the provisions of this Lease and any amendments or modifications thereto. In addition, the assignee shall agree in writing (a copy of which shall be delivered to Landlord) to assume all of Tenant's obligations under this Lease. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by Landlord. Tenant expressly acknowledges that Landlord may refuse to give its consent to any proposed assignment or subletting if Landlord determines in good faith that Landlord's interest in the Premises or the Shopping Center would be adversely affected by, among other things, (i) the financial condition, credit-worthiness or business reputation of the proposed assignee or subtenant; or, (ii) the proposed use of the Premises by, or business of, the proposed assignee or subtenant. Notwithstanding the foregoing Tenant shall be allowed to sublet the Premises to any sub-lessee approved by Landlord (which approval may not be unreasonably withheld, conditioned or delayed). Tenant may, without the prior written approval from, but with written notice to, Landlord be allowed to sublease all or part of the Premises or assign its interest therein (i) to any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under control of Tenant, (ii) in the event of the merger or consolidation of Tenant with another entity or (iii) in the event

of a sale or transfer of all or substantially all of Tenant's assets or stock or (iv) a sublease of less than 5,000 square feet to a subtenant operating a business complementary to the Permitted use, subtenant must be subject to the same Exhibit D restrictions as Tenant. So long as Tenant remains primarily liable under the Lease, a public offering of Tenant's shares, a recapitalization, reorganization or a sale of a controlling interest in Tenant shall not be considered an Assignment under the Lease.

8.2 LEGAL FEES: Intentionally Deleted.

8.3 MINIMUM SUBLEASE RENTALS/EXCESS CONSIDERATION: Intentionally Deleted.

8.4 NOTICE OF CONTEMPLATED ASSIGNMENT: Intentionally Deleted.

8.5 LANDLORD'S ASSIGNMENT. Landlord's interest in this Lease may be assigned by Landlord in connection with the sale or other conveyance of the Premises and, upon any such assignment, the obligations of Landlord hereunder shall become solely the obligations of such assignee following Landlord's written notification to Tenant of the assignment of Landlord's interest under the Lease.

8.6 BANKRUPTCY:

(a) If Tenant or any of the guarantors of Tenant's obligations hereunder (collectively, "Guarantor") (i) becomes insolvent or makes an assignment or other arrangement for the benefit of creditors or takes any other similar action for the protection or benefit of creditors, (ii) ceases doing business as a going concern, (iii) generally does not pay its debts as they become due, (iv) admits in writing its inability to pay its debts as they become due, (v) takes any action pertaining to dissolution or liquidation, including, without limitation, the filing of any petition in bankruptcy, (vi) gives written notice to any governmental body of insolvency, or pending insolvency, or suspension or pending suspension of operations, or (vii) takes any corporate or partnership action in connection with any of the foregoing, or if this Lease is rejected within the meaning of the Federal Bankruptcy Code (11 U.S.C. § 101 *et seq.*, as the same may be amended, the "Federal Bankruptcy Code") by Tenant or Tenant's trustee by operation of law or by final court order, or if a petition is filed or a proceeding or bankruptcy case commenced against Tenant or the Guarantor or any of their affiliates in any court, pursuant to any bankruptcy or insolvency or for arrangement or reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or Guarantor's or their respective affiliate's property, and the same is not discharged within ninety (90) days, or if a receiver or trustee is appointed for all or substantially all of the assets of Tenant or Guarantor, then an event of default shall be deemed to have occurred under this Lease.

(b) If pursuant to the Bankruptcy Code, or any federal, state, foreign or other laws of like impact, Tenant or a trustee of Tenant is permitted to, and elects to, assume or assume and assign this Lease; any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord (or shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code.

(c) Landlord and Tenant acknowledge and agree that this is a lease of real property in a shopping center within the meaning of Section 365(b) (3) of the Bankruptcy Code.

(d) Notwithstanding anything in the Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, additional rent, percentage rent, or other charges due hereunder shall constitute rent for the purpose of Section 502(b) (6) of the Bankruptcy Code and for the purpose of any similar section of any other present or future insolvency laws.

ARTICLE IX: DEFAULT AND RE-ENTRY

9.1 DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease: (a) if Tenant shall fail to make any payment of rent or additional rent or any other payment required to be made by Tenant hereunder, as the same shall become due and payable and shall not cure such failure within ten (10) days after written notice thereof to Tenant (it being understood, however, that after Tenant has been delinquent in the payment of rent or additional rent on more than two occasions during any twelve (12) month period, Landlord shall no longer be required to provide Tenant with written notice of such default and a 5-day period within which to cure such default and Tenant shall be deemed to be in default of its obligations under this clause upon Tenant's failure to make any payment of rent or additional rent as and when due); (b) if Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent and additional rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (or, if any default is of a nature which requires more than 30 days to cure, if Tenant fails to commence such cure within 30 days after written notice of default and thereafter fails to diligently prosecute such cure to a completion); (c) if any event described in Section 8.6(a) shall occur; or (d) Tenant shall desert or vacate any substantial portion of the Premises for

30 days or longer.

9.2 REMEDIES OF LANDLORD. Upon the occurrence of any such event of default, Landlord shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law) without any notice or demand whatsoever:

(a) Landlord may terminate this Lease, in which event Landlord may immediately repossess the Premises and be entitled to recover sums or damages for which Tenant may be adjudged legally liable to Landlord. Tenant shall thereupon surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full right to enter into and upon the Premises in such event and also hereby grants to Landlord the full right to repossess the Premises and to expel or remove Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, provided that such actions are taken in accordance with the requirements of Missouri Law, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to collect any rent that may be or become due, or any other right to which Landlord may be entitled under this Lease or by operation of law.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by unlawful detainer suit or by taking peaceful possession without terminating this Lease, in which event Landlord may, at Landlord's option, enter into the Premises, remove property, and take and hold possession, all as provided above, without terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay rent hereunder for the full term. Upon and after entry into possession without termination of this Lease, Landlord may relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such period (including periods extending beyond the term of this Lease) and upon such terms as Landlord shall determine to be commercially reasonable. In any such case, Landlord may make such reasonable repairs and alterations to the Premises and redecorate them as deemed by Landlord to be appropriate in order to facilitate reletting of the Premises. All reasonable costs thereof and Landlord's expenses of retaking possession, removing property, and of reletting, including a reasonable lease commission, shall be charged against the first rents collected on any reletting of the Premises. If the rents collected by Landlord upon any such reletting for Tenant's account, after payment of the foregoing expenses, are not sufficient to pay the full amount of the rent reserved in this Lease as it becomes due, Tenant shall pay to Landlord the amount of the deficiency each month upon demand. In the event the rents collected by Landlord upon any such reletting for Tenant's account, after payment of the foregoing expenses, exceed the full amount of the rent reserved in this Lease as it becomes due, such excess shall be retained by Landlord to be applied against any subsequent deficiency, and any excess remaining at the end of the term of this Lease shall be paid to Tenant.

(c) If Landlord elects to terminate this Lease as above provided (and Landlord may elect to terminate this Lease at any time after an event of default, even after and notwithstanding Landlord's prior election to terminate Tenant's right to possession only as provided above), Landlord shall forthwith upon such termination be entitled to recover as damages, and not as a penalty, in addition to all damages sustained for the period prior to termination of this Lease, an amount equal to the then present value of the annual fixed rent and all additional rent for the remainder of the term of this Lease, less the then present reasonable rental value of the Premises for the remainder of the term. The present reasonable rental value of the Premises shall be determined according to the actual rental rate at which the Premises shall have been relet (less all expenses described above), if the Premises shall have been relet at the time the determination is made, or which shall be determined according to expert opinion of the rental rate at which the Premises can be relet within a reasonable time, discounted for a reasonable vacancy factor and reasonable reletting expenses, if the Premises shall not then have been relet.

9.3 LEGAL REMEDIES: Notwithstanding the provisions of this Lease, it is agreed between the parties that the remedies provided for herein in the event of default are in addition to and not in lieu of any other remedies or relief made available under the laws of the state in which the Premises are located or made available to Landlord under the Federal Bankruptcy Code and all of which remedies or relief shall be likewise available in the event of a breach of any of the terms of this Lease. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord shall have no duty to mitigate damages arising from Tenant's default under this Lease.

9.4 ATTORNEYS' FEES: In the event that Landlord or Tenant shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of Tenant or Landlord, non-prevailing party shall be responsible for and shall promptly pay to prevailing party the reasonable value of said attorneys' fees.

9.5 LANDLORD'S DEFAULT. Landlord shall, in no event, be charged with default in the

performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation; provided, however, that in the case of a default which cannot, with due diligence, be cured within a period of thirty (30) days, Landlord shall have such additional time to cure such default as may reasonably be necessary, provided Landlord proceeds promptly and with due diligence to cure such default within thirty (30) days after receipt of said notice. In no event shall Tenant be entitled to seek and Tenant hereby waives any right to any special, punitive or consequential damages against Landlord for Landlord's default or breach of this Lease. If Landlord is in default, Tenant may, in addition to any other remedies available in equity or at law, perform such obligation and charge the cost thereof to Landlord.

ARTICLE X: COMMON AREAS

10.1 CONTROL OF COMMON AREAS: All utility services, parking areas, drive-ways, entrances and exits thereto, sidewalks, ramps, landscaped areas, exterior stairways, and all other Common Areas and facilities provided by Landlord for the common use of tenants of the Shopping Center and their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all such Common Areas and facilities, provided such rules and regulations are not inconsistent with the terms of this Lease and Tenant hereby covenants that it will observe, keep and comply with such rules and regulations. Landlord shall have the right to operate and maintain the same in such manner as Landlord, in its sole discretion, shall determine from time to time, including without limitation the right to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of said Common Areas and facilities. No auction, fire or bankruptcy sales may be conducted in the Premises without the previous written consent of Landlord. Tenant shall not use the sidewalks adjacent to the Premises or the open areas between the glass line and the wall line for business purposes without previous written consent of Landlord; all merchandise and coin vending machines of any description shall be kept within the glass line of the Premises. Landlord shall have the exclusive right at any and all times to close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and may change the size, area or arrangement of the parking Areas or the lighting thereof within or adjacent to the existing areas and may enter into agreements with adjacent owners for cross easements for parking, ingress or egress, provided that none of the foregoing adversely affects Tenant's business with the Premises. In the event that the lighting controls for the Common Areas shall be located in the within premises, then Landlord in such event shall have the right to enter the Premises of the Tenant for the purpose of adjusting or otherwise dealing with the said controls as required.

10.2 EMPLOYEE PARKING AREA: Tenant and its employees shall park their motor vehicles in such Areas as Landlord shall from time to time designate as employee parking area provided that all such parking is less than 100 feet from the entrance to the Premises located on the eastern wall of the Premises. Upon request of the Landlord, Tenant will furnish to Landlord the license numbers of any automobiles belonging to Tenant or its employees and in the event any of such vehicles shall be parked in Areas other than those designated for employee parking after two days after written notice from Landlord, the Tenant shall pay to Landlord forthwith on demand an amount equal to twenty dollars (\$20.00) per day of each day that such vehicles shall be parked in such non-designated Areas.

10.3 LOADING: Tenant agrees that all loading and unloading of goods shall be made at such places as are designated by Landlord and that said loading and unloading operations shall be conducted so as not to obstruct or hinder the operation of the businesses of the other tenants in the Shopping Center, nor will Tenant unreasonably block or obstruct any street, sidewalk or right-of-way adjacent to or comprising part of the Shopping Center.

ARTICLE XI: EMINENT DOMAIN

11.1 EMINENT DOMAIN: In the event the Premises or any part of the Shopping Center shall be acquired under threat of condemnation by eminent domain for any public or quasi-public use or purpose, then the following provisions shall be controlling:

(a) If all of the Premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

(b) If any part of the Premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose then Landlord may (i) elect to restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion taken in such condemnation, and this Lease shall thereafter continue in full force and effect with a proportionate adjustment to the minimum rent for the portion of the Premises lost by such taking or condemnation; or (ii) elect to cancel this Lease by written notice of cancellation given to Tenant within one hundred twenty (120) days after the date of such taking and thereupon this Lease shall cease and terminate as of the date set forth in said notice and Tenant shall immediately vacate and surrender the Premises to Landlord. The term

"condemnation" as used herein shall include any voluntary conveyance in lieu thereof.

(c) In the event any portion of the Shopping Center shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose as aforesaid, and as a result thereof, Landlord, in its sole discretion, actually discontinues, the operation of the Shopping Center for a period of two years, Landlord may cancel this Lease by giving Tenant written notice of its election, and this Lease shall terminate and shall become null and void sixty (60) days after said notice and Tenant shall immediately vacate and surrender the Premises to Landlord.

(d) In the event the Premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose as hereinbefore provided, either whole or partial, Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord shall receive the full amount of such award, Tenant hereby expressly waiving any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade fixtures. It is understood that in the event of the termination of this Lease as aforesaid, neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease and Tenant shall have no right or claim to any part of the award on account thereof.

ARTICLE XII: GENERAL PROVISIONS

12.1 LANDLORD'S RIGHT OF ENTRY: Landlord reserves the right at all reasonable times during the term of this Lease for Landlord or Landlord's agents, upon reasonable advance notice (which shall be deemed to mean no less than forty-eight (48) hours except in cases of emergency), to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the term of this Lease or any renewal terms, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the premises the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into the Premises which is permitted hereunder, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease.

12.2 QUIET ENJOYMENT: Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Tenant being all and singular kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

12.3 WAIVER: Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re-entry hereinabove provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord.

12.4 TRADE FIXTURES: Prior to the expiration of this Lease or renewal thereof, provided Tenant is not in default, Tenant shall have the right to remove any trade fixtures installed by Tenant on the Premises, and shall repair any damage to the Premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon said fixtures, or any additions thereto, during the term as security for the faithful performance by Tenant of the conditions required of it.

12.5 SUBORDINATION: Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising on the Premises or upon the Shopping Center in which the Premises is located, and to any renewals, refinancing, extensions and replacements thereof. This subordination shall be self-operative and no further instrument of subordination shall be required. In confirmation of this subordination, Tenant shall execute and promptly deliver any certificate that Landlord or any mortgagee may reasonably require provided that such certificate does not adversely affect Tenant's rights hereunder. Tenant agrees to give any mortgagee and/or trust deed holder, by certified mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases or otherwise) of the address of such mortgagee and/or trust deed holder. Tenant further agrees that if Landlord shall have failed to cure any default hereunder within the time provided for in this Lease, then the mortgagee and/or trust deed holder shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) day period, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure).

Notwithstanding anything in this Lease to the contrary, this Lease shall only be subject or subordinate to a mortgage, deed of trust or other lien if the holder of such mortgage, deed of trust, or lien and Landlord execute an agreement in a form reasonably satisfactory to Tenant and such holder, which provides that Tenant's rights under this Lease will not be disturbed so long as Tenant is not in default hereunder, and which does not adversely affect Tenant's rights in this Lease.

12.6 NOTICES: All notices and other communications required or permitted to be given hereunder shall be in writing and shall be personally delivered, delivered by recognized overnight courier service or by U.S. Mail, sent certified mail, postage fully prepaid, return receipt requested, addressed as set forth on the first page of this Lease. Any party may change its address for notices by written notice in like manner as provided in this paragraph. Notice for purposes of this Lease shall be deemed given (i) when received, in the case of personal delivery, (ii) one day following delivery to the overnight courier service, in the case of delivery by overnight courier, or (iii) three days following deposit in the United States mail, when delivered by mail as provided above.

12.7 RECORDING: Tenant shall not record this Lease without the prior written consent of Landlord.

12.8 AMENDMENT: Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, all amendments to be in writing executed by the parties or their respective successors in interest.

12.9 ESTOPPEL CERTIFICATE: Tenant shall from time to time, within twenty (20) days after written request, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefore) and the dates to which the Minimum Rent, and other charges hereunder have been paid, and the amount of any security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or Tenant hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any such parties.

12.10 HOLDING OVER: Upon the expiration of the term of this Lease, or upon an earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Premises in the same condition as the Premises are in at the commencement of this Lease, reasonable wear and tear and casualty excepted. In the event that Tenant or any party holding under Tenant shall remain in possession of the Premises beyond the expiration of the term of this Lease or any renewal term thereof, whether by limitation or forfeiture, such party shall pay one and a half times rent hereunder during such holdover period, computed on a per month basis for each month or portion thereof that Tenant remains in possession. In addition thereto, Tenant shall pay Landlord all direct damages sustained by reason of Tenant's retention of possession.

12.11 NO PARTNERSHIP: It is understood that Landlord does not in any way or purpose become a partner or joint venture with Tenant in the conduct of Tenant's business.

12.12 LANDLORD'S LIABILITY: Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord to Tenant in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering the Shopping Center, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims.

12.13 FORCE MAJEURE. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor materials or reasonable substitutes therefore, acts of God, unusual governmental restriction, regulation or control, enemy or hostile government action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party or caused by the other party, then the time to perform such obligation or to satisfy such condition shall be extended on a day-by-day basis for the period of delay caused by such event; provided, however, that the foregoing shall not apply to the obligations of Tenant pursuant to this Lease to pay minimum rent or any other sums payable hereunder. In order for the foregoing to be effective, the party claiming the benefit of this paragraph shall give notice to the other party in writing within ten (10) days of the incident specified and the particularity of the nature thereof, the reason therefore, the date and time incurred and the reasonable length the incident will delay the fulfillment of obligations contained herein.

12.14 PARTIAL INVALIDITY: If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable the remainder of the Lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

12.15 SUCCESSORS: The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or subtenant of Tenant, except for assignees or subtenants who are permitted assignees or subtenants under Article VIII of this Lease..

12.16 FORUM OF LAW: This lease is deemed to be made and entered into in the state of Missouri and shall be construed in accordance the laws of Missouri.

12.17 REAL ESTATE COMMISSIONS: Landlord and Tenant each represent that they have dealt with no broker other than those persons or entities described on the first page of this Lease in connection with the negotiation, execution and delivery of this Lease. Landlord agrees to pay the commission due said brokers pursuant to a separate agreement. This provision shall not be construed to create any third party rights hereunder in favor of said brokers. If any person or entity other than the aforementioned brokers shall assert a claim to a finder's fee, broker's commission or other compensation on account of the alleged employment as finder or broker for Tenant or performance of services as a finder or broker for Tenant in connection with this transaction, Tenant agrees to indemnify and hold harmless Landlord from and against all claims and all costs, expenses and liabilities incurred in connection therewith, including but not limited to reasonable attorney's fees and court costs, by any other such broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Lease.

12.18 OPTION TO RELOCATE.

12.19 BINDING EFFECT: Nothing in this Lease is intended to bind either party legally with respect to the terms hereof, it being the intent of both parties that unless and until this Lease agreement pertaining to the above referenced premises is signed and delivered to both parties neither shall have any obligation to the other with respect to the referenced premises.

12.20 CONFIDENTIALITY: Intentionally Deleted.

12.21 PRE-SALES: Tenant shall have the right, at Tenant's sole cost and expense, to conduct membership presales on site. Tenant shall have the right to conduct membership presales, with signs, lighting, telephone, electrical etc, on a location mutually approved by Landlord and Tenant in a vacant space in the Shopping Center or using a trailer parked in the parking lot of the Shopping Center. Said pre-selling shall not affect the Lease Commencement Date or Rent Commencement Date. All pre-sales activities will need to abide by all city codes and regulations. Tenant shall be solely responsible for all costs incurred due to pre-sales activities.

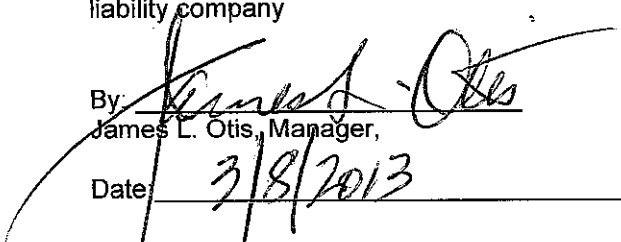
12.22 PARKING. In no event will the area shown on Exhibit A as the "Tenant Protected Parking Area" be modified in a way that materially adversely affects the Premises or Tenant's Permitted Use therein without Tenant's prior written consent, which will not be unreasonably withheld or delayed except for those matters listed in this paragraph below that are specifically subject to Tenant's approval in Tenant's sole discretion. Landlord shall not construct any buildings for occupancy within the Tenant Protected Parking Area, nor otherwise make any improvements to the Tenant Protected Parking Area which materially adversely affects visibility to the Premises, without Tenant's consent which will not be unreasonably withheld or delayed. Landlord shall not reconfigure, restripe, or restrict the parking spaces contained in the Tenant Protected Parking Area in any manner that reduces the number of parking spaces available for parking by Tenant's invitees in the Tenant Protected Parking Area that reduces the size of the parking spaces in the Tenant Protected Parking Area, without Tenant's consent.

SIGNATURE PAGE

This Lease consisting of 18 pages including the page on which these signatures appear, and nine (9) exhibits referred to as Exhibits A, B, C, D, E, F, G, H and I and entered into this 8th day of March, 2013.

LANDLORD:

Bradford Hills Associates, LLC, a Missouri limited liability company

By: 
James L. Otis, Manager,

Date: 3/8/2013

TENANT: Gold's St. Louis, LLC

By: 

Name: Aaron Watkins

Title: CFO

Date: 3/8/13

SIGNATURE PAGE

This Lease consisting of 18 pages including the page on which these signatures appear, and **nine (9)** exhibits referred to as Exhibits **A, B, C, D, E, F, G, H and I** and entered into this _____ day of _____, **2013**.

LANDLORD:
Bradford Hills Associates, LLC, a Missouri limited liability company

By: _____
James L. Otis, Manager,

Date: _____

TENANT: Gold's St. Louis, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

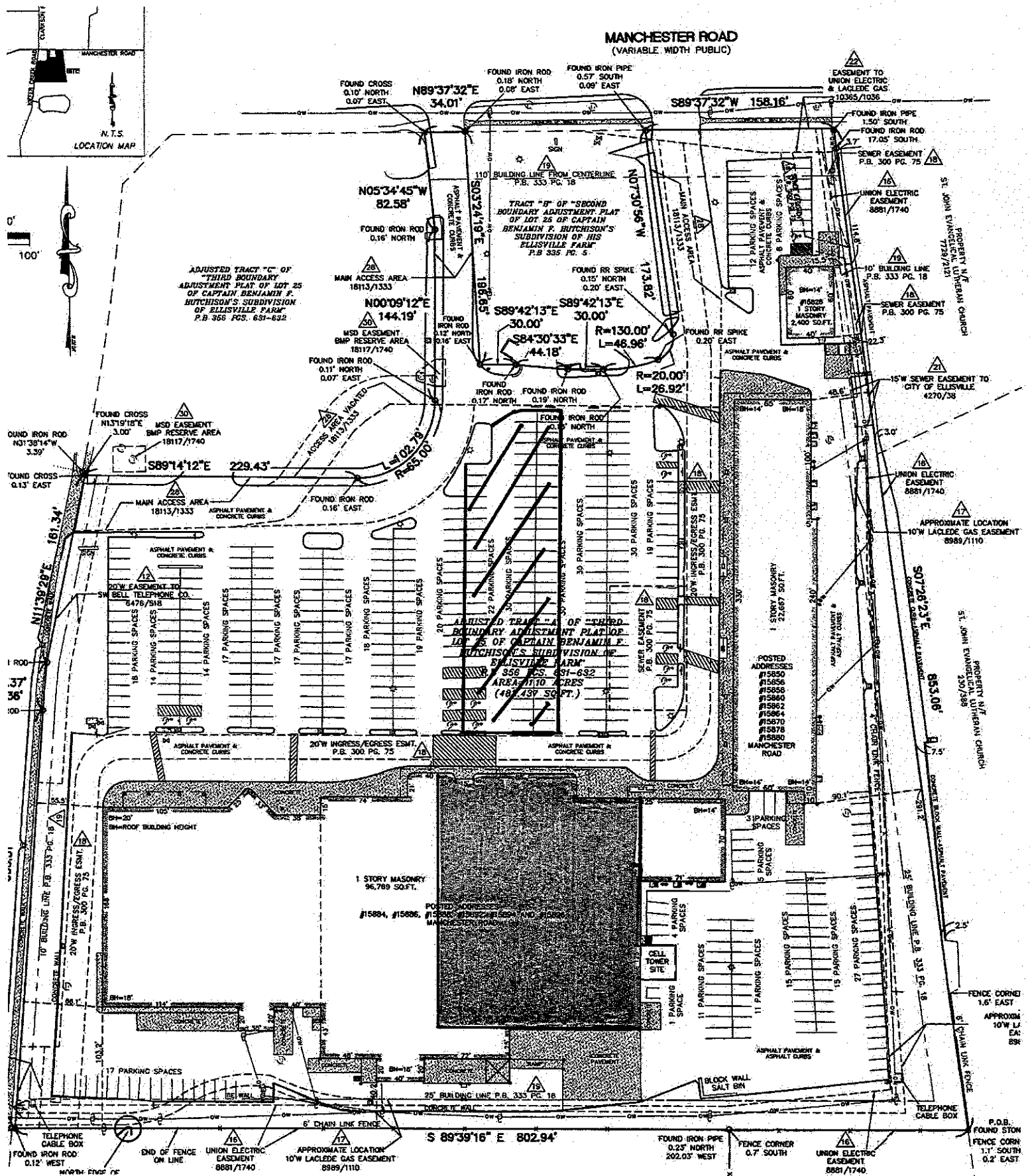


EXHIBIT B

A tract of land being Tract "A" of the Second Boundary Adjustment Plat of part of Lot 25 of Captain Benjamin F. Hutchinson's Subdivision of his Ellisville Farm as per Plat Book "9", page 60 of the St. Louis City (former County) Records; and being in Sections 32 and 33 of Township 45 North, Range 4 East and Sections 4 and 5 of Township 44 North, Range 4 East in St. Louis County, Missouri as now shown in Plat Book "335" page 5 of the St. Louis County Records and being more particularly described as follows:

Beginning at the point of intersection of the South line of property conveyed to the State of Missouri for Manchester Road (State Highway 100 – variable width) by deed recorded in Book "10365" page 1041 in the St. Louis County Records with the East line of a certain tract as described in Book "144" page 603 of the St. Louis County Records; thence North 89 degrees 14 minutes 54 seconds East along the said South line of State of Missouri property, a distance of 143.61 feet; thence South 03 degrees 45 minutes 06 seconds East, a distance of 196.47 feet; thence North 89 degrees 57 minutes 00 seconds East, a distance of 30.00 feet; thence South 84 degrees 51 minutes 20 seconds East, a distance of 44.18 feet; thence North 89 degrees 57 minutes 00 seconds East, a distance of 30.00 feet; thence along a curve to the left having a radius of 130.00 feet, a distance of 46.96 feet; thence along a curve to the left having a radius of 20.00 feet, a distance of 26.92 feet; thence North 07 degrees 51 minutes 43 seconds West, a distance of 173.71 feet to the North line of property conveyed to Bradford Hills Association, L.P., by Deed recorded in Book "10365" page 1036 in the St. Louis County Records; thence along the said North line of Bradford Hills Associates, L.P., North 89 degrees 14 minutes 54 seconds East, a distance of 157.90 feet to its intersection with the Easterly line of a tract described in Book "173" page 148 of said Records; thence South 07 degrees 51 minutes 10 seconds East and passing the Southeast corner of the last mentioned tract at 293.82 feet and continuing on the same bearing for a total distance of 852.75 feet; thence South 89 degrees 57 minutes 00 seconds West, a distance of 802.94 feet to the East line of property conveyed to St. Louis County by deed recorded in Book "8834" page 2228 in the St. Louis County Records for widening of Kiefer Creek Road (variable width); thence along the Easterly line of said Kiefer Creek Road, North 03 degrees 35 minutes 49 seconds East, a distance of 353.30 feet; thence along a curve to the right having a radius of 915.37 feet, a distance of 40.36 feet; thence North 11 degrees 15 minutes 40 seconds East, a distance of 164.28 feet to the South line of a certain tract as described in Book "171" page 326 of the St. Louis County Records; thence North 89 degrees 57 minutes 40 seconds East, along the South line of the last mentioned tract, a distance of 157.57 feet; thence North 03 degrees 35 minutes 49 seconds East, partially along the East line of the first mentioned tract, a distance of 286.03 feet to the point of beginning.

Said tract of land containing 11.928 acres (519,596 s.f.), more or less, and being situated in the City of Ellisville, Missouri.

Exhibit "D"

BRADFORD HILLS SHOPPING CENTER RESTRICTIONS AND EXCLUSIONS

EXISTING TENANT EXCLUSIVES

1. So long as Party America is a tenant in the Shopping Center no other tenant, other than those premises occupied by Major Tenants, which may have up to 5% of their total sales area for the sale of competing products (but under no circumstances discount greeting cards), Tenant shall have the exclusive right to sell party goods, related supplies, costumes, specialty paper goods and greeting cards sold at a discount.
2. So long as Southwestern Hearing is a tenant in the shopping Center it shall have the exclusive right to do hearing testing and the sale of hearing aids and related products and services
3. So long as Chipotle Mexican Grill of Colorado, LLC is a tenant in the Shopping Center no other tenant may "engage in the sale of burritos, fajitas or tacos for on site or take-out consumption as it primary business."
4. So long as CVS is a tenant in the shopping Center Landlord will not lease space to or permit another tenant to operate or offer one hour or other on site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a store that devotes more than 4,000 rentable square feet of retail sales space to the sale of health and beauty aids, or a Hallmark-type card store that devotes more than fifty percent (50%) of its retail sales space to the sale of greeting cards.
5. So long as Office Depot is tenant in the Shopping Center Landlord shall not permit any other tenant or occupant of the Shopping Center, other than Tenant, to: (i) use more than the lesser of 5% of its selling space area, or 1,000 square feet of floor area (in the aggregate), for the sale, leasing, distribution or display of office or school supplies, office furniture, office machines and other office or school related equipment, computers, computer hardware, software and related equipment; or "copy/print services" (as hereinafter defined) or (ii) be primarily engaged in the sale, leasing, distribution or display of any of the items set forth in (i) above. No portion of any real property adjacent to the Shopping Center which is now or may subsequently be acquired or leased by Landlord (or a related entity or affiliate of Landlord), shall be leased or occupied by or conveyed to any other party for a use in violation of this paragraph. "Copy/print services " is herein defined as a facility or center (whether in-store or free standing) providing any one or more of the following products and/or services: (a) photocopying and facsimile and printing services, such as reproduction and printing services including full, self, coin and color copying, graphic design, desktop publishing, scanning, faxing and imaging services and binding, collating and finishing of documents; (b) mail services, including mailbox rental or mailing; or (c) shipping, labeling and packaging services.
6. So long as Einstein Bros. Bagels Inc. is a tenant in the Shopping Center no other tenant shall be permitted to sell bagels and/or bagel related products for on or off premises consumption other than as an incidental part of its business not to exceed 10%.

RESTRICTIONS

No tenant or occupant shall be permitted the following uses:

- A. Any non-retail use other than (i) offices incidental to the operation of a retail business and (ii) service-oriented offices such as an, for example, a travel agency or a dry cleaners.
- B. The sale of alcoholic beverages for on-premises consumption, except in a restaurant.
- C. Any illegal trade.
- D. Any dangerous, noxious, offensive or socially objection- able trade or business (such as an, for example, adult book/video store, provided that this restriction shall not be deemed to prohibit the sale or rental of books or video tapes of adult nature so long as an any such sale or rental is incidental to the primary operation of a full-line book/video store and such materials are access controlled).
- E. A penny arcade including, but not limited to any pinball, electronic games or other similar coin-operated amusement, other than incidental to the operation of a retail business.
- F. A pool hall.
- G. A billiard room or bingo parlor.
- H. A banquet hall.
- I. A dance or music hall, nightclub or disco.
- J. Ice or roller skating rink.
- K. A massage parlor.
- L. A carnival or amusement park.
- M. A circus.
- N. A flea market.
- O. A gas station.
- P. A car wash.

EXHIBIT E

SIGN CRITERIA

Establishing basic guidelines which must be followed by both the tenant and the sign company serves a two-fold purpose. First, it meets standard of good design and workmanship. Secondly, it helps to assure a pleasing and attractive shopping center, a goal desired by the owner, the tenants, and the community.

A. General Requirements

1. The sign company or the tenant must submit to owner for written approval three copies of detailed drawings showing the size, layout, design and color of the proposed sign.
2. All public permits for signs shall be obtained by the sign company.
3. All Signs shall be constructed and installed at tenant's expense.
4. Tenants shall be responsible for the fulfillment of all requirements of this criteria.

B. Design Requirements

1. Letters may not overlap with top or bottom edge of the building fascia and must be a minimum of six inches (6") from the edge of the building fascia or backing frame. The width of the entire store sign cannot exceed 80% of the store frontage with a minimum setback from the edge of the store of two feet.
2. Signs shall be composed of individual illuminated letters which are mounted on a raceway. Sign boxes or cabinets will not be permitted. There shall be no signage above the roof overhang.
3. Letters are to be lighted behind with neon tubing, channel type with 3/16" plexiglass faces - letter returns are to be aluminum. Minimum return depth is to be five inches (5") for even dispersions of the illumination. Illuminated backing or external lighting of signs is prohibited.
4. Logos are subject to landlord approval.

C. Construction Requirements

1. All letters shall be fabricated using full-welded construction, using aluminum returns and backs. No channel-ply backing shall be permitted.
2. Location of all openings for conduit sleeves and supports in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to the Landlord. Sign contractor shall install same in accordance with the approved drawings.
3. Sign Contractor shall repair any damage to any work caused by his work. Tenant shall be fully responsible for the operations of Tenant's Sign Contractor.
4. All sign installation will be coordinated with the Landlord prior to initiation of any work by the Tenant and/or his subcontractors.
5. No exposed conduit, tubing or crossovers will be permitted.
6. All conductors, transformers, cabinets and other equipment must be concealed.
7. All signs, bolts, fastenings and clips shall be of hot dipped iron, stainless steel, aluminum, brass, bronze or black iron materials.
8. No sign maker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinances which shall be in an inconspicuous location.
9. Threaded rods or anchor bolts shall be used to mount sign letters which are spaced out from background panel. Angle clips attached to letter sides will not be permitted.
10. The size, design, color, materials, specific location, content, type of construction, method of mounting and illumination of each sign, as well as Tenant's storefront design, shall be subject to the approval of the Landlord's Architect. Tenant shall submit complete, detailed drawings, in triplicate, containing all of the above

information for each sign to Landlord's Architect for review and approval.

11. When approved, one (1) copy of sign design drawings will be returned to Tenant.
12. Said approval must be in writing and received by Tenant before fabrication or installation of any signs or storefronts. Signs, storefronts or their components which are installed without first receiving said approval shall be ordered promptly removed from the Premises at the expense of the Tenant. Any deviations from this sign criteria are strictly subject to prior written approval by the Landlord or his authorized representative. All signs must be approved by the Landlord.

EXHIBIT F

LANDLORD'S AND TENANT'S WORK

The Landlord and Tenant shall construct the premises in compliance with all federal, state and local laws, ordinances and/or regulations applicable taking into account Tenant's intended use of the premises. Landlord and Tenant shall obtain any and all permits and licenses required for the construction of the premises in accordance with Landlord's and Tenant's respective responsibilities as outlined in this construction agreement. All construction by Landlord and Tenant shall be performed in a good and workmanlike manner with first class quality materials.

LANDLORD'S WORK

Landlord shall complete Landlords work as outlined in the construction agreement on or before April 15, 2013.

DEMISING PARTITION: Install demising drywall partition(s), taped, sanded in ready-to-paint condition to meet Local, Municipal and State code required separation requirements.

STORE ENTRY DOOR: Landlord will install store entrance in mutually agreed upon location and plans.

FLOOR: Remove existing floor coverings.

CEILING: Landlord will remove all old ductwork, conduit and wiring.

ELECTRICAL: Landlord will provide a minimum 1200 amp 120/208 3 phase 4 wire service entrance and one 400 amp 42 circuit distribution panel. Power will be brought to the Premises any increased power requirements shall be paid for by Tenant. Landlord will provide one 20 amp circuit for storefront signage

MECHANICAL: Landlord will provide a heating and air conditioning system not to exceed one (1) ton per 400 square feet of leased space; additional required HVAC or special features specific to its industry, if any, will be paid for by Tenant. Landlord will provide concentric return and supply.

Landlords work is limited to the work hereinabove described and excludes work described as Tenants work; all work not classified as Landlords work is Tenants work.

TENANTS WORK

The work to be done by Tenant shall include, but not be limited to, the purchase and/or installation and/or performance of the following, and all the following shall be at Tenants expense. The plans and specifications, detail and design shall be subject to the written approval of Landlord or Landlords architect.

TENANTS PERFORMANCE ITEMS: Telephone wiring, devices and installation and service costs, intercom, radio and TV conduit, devices and wiring. Light covers and other ceilings not standard to the project. Fire protection and detection devices. Store fixtures, furnishings, display devices and special column treatments. Display platforms, floors and backs, interior or special rooms. Complete plans showing all details of interior design, electrical and mechanical items which affect Landlords work, if required by Landlord in order to prepare preliminary plans, including special venting or air handling equipment necessary for Tenants occupancy and use. All interior walls and curtain wall within the Premises except as provided by Landlords Work. All signs in or on the Premises including construction, furnishing and installation. No sign shall be erected without prior written approval of the Landlord or Landlords architect.

CONSTRUCTION: All work undertaken by Tenant shall be at Tenants expense and shall not damage the building or any part thereof; design and details shall conform with the standards of the project and shall be approved by Landlord or Landlords architect. Work undertaken by Tenant shall be awarded by Tenant to his own Contractor, who has been approved by Landlord or Landlords architect.

EXHIBIT G

SERVICE CONTRACT AGREEMENT

HVAC Service Contract:

Note: This agreement is to be filled out by authorized agent for service company and sent by Tenant to:

Bradford Hills Associates, LLC
C/o Otis & Clark Properties
1850 Craigshire, Suite 103
St. Louis, MO 63146

This contract is the responsibility of the Tenant. Contractor, by signing document recognizes that in no event, shall Landlord, its agents, employees, or assignees, be responsible for payment of services rendered.

WORK PERFORMED

Contractor shall:

- 1. Clean coils with nitrogen or coil cleaner, as needed.
- 2. Change the filters, quarterly.
- 3. Change the belts, as needed.
- 4. Oil motors and lubricate.
- 5. Check and tighten electrical connections.
- 6. Check amp draw on equipment.
- 7. Check refrigerant pressures.

Materials Furnished:

- 1. Nitrogen or coil cleaner
- 2. Filters
- 3. Belts
- 4. Oil and grease Inspection forms will be filled out on a quarterly basis and a copy of the work performed will be kept on the premises.

Contractor will log all work performed on this preventive maintenance program.

Contract Period

This service contract (maintenance) to be in effect from _____ to _____.

CONTRACTOR:

TENANT:

Signed: _____

Signed: _____

By: _____

By: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

EXHIBIT H

OPTION TO EXTEND

Provided Tenant is not then in default, which has not been cured within any applicable cure period specified under the Lease, and provided further that Tenant has substantially performed all of its covenants and obligations hereunder on its part to be performed, Tenant shall have the option to extend the term of the Lease ("Option to Extend") for **three (3)** additional periods of **five (5)** years each (the "Renewal Terms") commencing on the expiration of the term of this Lease, as defined in Section 1.1(j) of this Lease. Such extension options shall be deemed effectively exercised only if Tenant has given not less than one hundred and eighty (180) days prior written notice to Landlord of its intent to so extend the term of this Lease ("Tenant's Notice"). Upon the exercise of such Option to Extend, the term of this Lease shall be extended through the Renewal Term in question, upon the same terms and conditions as provided in this Lease during the Extension Term except that the Minimum Annual Base Rent during such Renewal Term shall be increased but in no event decreased to the then prevailing market rate for renewals of comparable space in the West County market. for each of the first two Renewal Terms except that the Renewal Rate shall not be greater than 115% of the Minimum Annual Base Rent for the month preceding the first month of such Renewal Term. Landlord and Tenant shall endeavor in good faith to reach a mutual agreement as to the Renewal Rate during the ten (10) day period following Landlord's receipt of Tenant's Notice (the "Negotiation Period"). In the event Landlord and Tenant are unable to agree upon the Renewal Rate within the Negotiation Period, then the Renewal Rate shall be determined in accordance with the following procedure: Landlord and Tenant shall each appoint one real estate broker, and the two real estate brokers so appointed, shall select a third real estate broker. Said real estate brokers shall each be licensed in the State of Missouri, specializing in leasing retail space in the West County area, having no less than five (5) years experience in such field, unaffiliated with either Landlord or Tenant and recognized as ethical and reputable within their field. Landlord and Tenant agree to make their appointments promptly within five (5) days after expiration of the Negotiation Period, or sooner if mutually agreed upon. The two real estate brokers selected by Landlord and Tenant shall promptly select a third real estate broker within five (5) business days after they both have been appointed, and each real estate broker, within five (5) business days after the third real estate broker is selected, shall submit his or her determination of the Renewal Rate. The Renewal Rate shall be the mean of the two closest such market rent determinations, and shall be binding on both Landlord and Tenant. Each party shall bear the cost of its appointed real estate broker and shall share equally the cost of the third real estate broker.

This Option to Renew shall automatically terminate and become null and void upon any termination of the Lease, the vacation or abandonment of the Premises by Tenant. The failure of Tenant to exercise a renewal term shall cause all successive renewal terms to be forfeited. It is expressly understood that the renewal option granted in this paragraph is personal to the person or entity expressly named as Tenant in this Lease, and that said option shall terminate upon an assignment or subletting of Tenant's interest hereunder and shall not inure to the benefit of any successor, assignee or subtenant of Tenant.

EXHIBIT "I"

GUARANTY OF LEASE

March 8, 2013
[Signature]

THIS GUARANTY OF LEASE (this "Guaranty") is made by the undersigned (collectively "Guarantor," whether one or more) in favor of ("Landlord"), in connection with a certain Lease Agreement dated ~~December 10, 2012~~ (the "Lease"), between Landlord and **Gold's St. Louis, LLC** ("Tenant," whether one or more), for premises located at **15890 Manchester Road, Ellisville, MO 63011**.

WHEREAS, Guarantor has represented that Guarantor has a financial or other interest in Tenant and that it is in Guarantor's best interests to guaranty the Lease; and

WHEREAS, Guarantor has requested Landlord to enter into the Lease with Tenant, and Landlord would not have entered into Lease except for Guarantor's request and the execution and delivery of this Guaranty;

NOW, THEREFORE, Guarantor, in consideration of the premises, to induce Landlord to enter into the Lease and to otherwise extend financial accommodations to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant and agree as follows:

1. **Guaranty.** Guarantor, and each of them, for Guarantor and Guarantor's heirs, successors and legal representatives, does hereby jointly and severally guarantee:

(a) the prompt payment when due of: (i) all rent under the Lease, including minimum rent, percentage rent and additional rent thereunder; (ii) all other charges required to be paid by Tenant under the Lease, including but not limited to charges, whether in the form or additional rent or otherwise, for or attributable to taxes, insurance, common area maintenance, utilities and repairs; (iii) expenses incurred by Landlord or Tenant in the purchase, installation and construction of improvements for which Tenant is responsible, and any mechanics' or material men's liens therefore; and (iv) all other charges, expenses and costs of every kind and nature which are or may become due under the terms of the Lease, any agreements or documents related to the Lease, or any other transaction between Landlord and Tenant directly or indirectly related to the Lease; and

(b) the complete and timely performance, satisfaction and observation of all terms and conditions of the Lease, rules and regulations thereunder, and other related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant.

2. **Coverage of Guaranty.** This Guaranty extends to the obligations of Tenant during the term of the Lease and, in addition: (a) to all liability which Tenant has or may have to Landlord by reason of matters occurring before the execution of the Lease by Landlord and Tenant, before commencement of the term of the Lease, and after the expiration of the term; (b) to any successor, assignee or sublessee of Tenant; (c) to any extensions or renewals of the Lease; and (d) to any obligations attributable to the holdover of Tenant, an assignee or sublessee.

3. **Performance Guaranty.** If Tenant fails to perform, satisfy or observe any term or condition of the Lease or related Lease obligation, Guarantor shall promptly and fully do so in Tenant's place; and Guarantor shall pay, reimburse and indemnify Landlord for all damages, costs, expenses, loss and other liabilities arising or resulting from Tenant's failure to perform, satisfy or observe the required terms and obligations.

4. **Enforceability of Guaranty.** Guarantor shall continue to be obligated under this Guaranty even though any obligation under the Lease is void or voidable as against Tenant or any of Tenant's creditors, including a trustee in bankruptcy, by reason of any fact or circumstance whatsoever, including but not limited to failure by any person to file any document or to take any other action to make any of the Lease enforceable in accordance with its terms. Guarantor also agrees that Guarantor shall not be relieved of any obligations hereunder in the event Landlord fails to protect, or Landlord otherwise impairs, whether as a result of negligence or otherwise, any right it may have or any collateral it may hold.

5. **Waiver by Guarantor.** Without notice to or further assent by Guarantor, Landlord may from time to time waive or modify any term or conditions of the Lease, rule or regulation, or related Tenant obligation, or compromise, settle or extend the time for payment of any amount due from Tenant or the time for performance of any obligation of Tenant. Landlord may take any one or more of these actions from time to time without discharging or otherwise affecting Guarantor's obligations under this Guaranty. Guarantor waives any right to require Landlord to proceed against Tenant, to proceed against any security deposit or other collateral held by Landlord, or to pursue any other remedy which Landlord may have, including any other guaranty of Tenant's obligations; and this Guaranty shall remain in full force and effect, and Guarantor shall remain fully responsible hereunder, without regard to any other party being liable for the obligations guaranteed by Guarantor, to any security deposit or other collateral, or the receipt, disposition, application or release of any of the foregoing. Landlord may release any Guarantor hereon without affecting the liability of any Guarantor not released by Landlord.

6. **Primary Nature of Guaranty.** Guarantor's liability is immediate, absolute, continuing,

unconditional, unlimited, primary and direct, and independent of the obligations of Tenant; and Landlord is not required to pursue any remedies against Tenant or against any security deposit or other collateral as a condition to enforcement of this Guaranty. Nothing shall discharge or satisfy Guarantor's liability under this Guaranty except the full payment, performance and satisfaction of Tenant's obligations to Landlord, with interest and cost of collection. Guarantor shall not be discharged or released by reason of the discharge or release of Tenant for any reason, including a discharge in bankruptcy, receivership or other proceedings, disaffirmation or rejection of the Lease by a trustee, custodian or other representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of Tenant's liability or any remedy of Landlord. If Tenant should become insolvent or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of Tenant under the Federal Bankruptcy Code or any state insolvency law, any or all of Guarantor's obligations under this Guaranty shall, at Landlord's option, be and become forthwith due and payable, without notice. Guarantor assumes all responsibility for being and keeping Guarantor informed of Tenant's financial condition and assets and of all other circumstances bearing on the risk of nonperformance by Tenant under the Lease; and Guarantor agrees that Landlord has no duty to advise Guarantor of information known to it regarding such circumstances or risks.

7. **Subordination.** Guarantor subordinates and postpones any present and future indebtedness and obligations or other claims that Guarantor has or may have against Tenant, in favor of the full payment, performance and satisfaction of all present and future obligations of Tenant to Landlord; and Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right or recourse to or with respect to any assets or property of Tenant, unless and until all of the obligations of Tenant to Landlord have been paid, performed and satisfied in full. Guarantor agrees not to assert any claim that Guarantor has or may have against Tenant, including claims by reason of subrogation under this Guaranty, until the payment and other of Tenant's obligations to Landlord are fully satisfied and discharged.

8. **No Waiver by Landlord.** No failure, omission or delay on the part of Landlord in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of Tenant's obligations under the Lease or other financial accommodation, either against Tenant or any other person liable therefore, shall operate as a waiver of any such right or any other right, nor in any manner prejudice the rights of Landlord against Guarantor.

9. **Interest and Costs.** Any amount due hereunder shall be payable by Guarantor on demand and shall bear interest at the rate of 18% per annum (but not in excess of the highest rate permitted by applicable law); and Guarantor shall, on demand, reimburse Landlord for any and all expenses, collection charges, court costs and attorney's fees incurred by Landlord in endeavoring to collect or enforce any of Landlord's rights and remedies against Guarantor.

10. **Cumulative Remedies.** All of Landlord's rights, remedies and recourse under the Lease, any financial accommodation or this Guaranty are separate and cumulative, may be pursued separately, successively or concurrently, and are nonexclusive; and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which Landlord may be entitled.

11. **Notices.** Any notice or demand upon Guarantor may be personally delivered or mailed by U.S. mail, certified with postage prepaid, addressed to Guarantor at the address set forth below. Any notice or demand shall be deemed to have been delivered on receipt by personal delivery or, if so mailed, on the earlier of actual receipt or the first business day after mailing.

12. **General/Miscellaneous Provisions:**

(a) **Modifications.** The Guaranty may not be modified or limited by oral agreement, but only by a writing signed by both Guarantor and Landlord, expressly referring to this Guaranty and to the provision to be modified or limited.

(b) **Merger.** This writing is intended by the parties as a final expression of the agreement of guaranty and is also intended as the complete and exclusive statement of their agreement. No course of prior dealings between the parties, no usage of the trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term used in or provision of this Guaranty.

(c) **Severability.** In case any one or more of the provisions contained in this Guaranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) **Headings.** The headings used for the sections or paragraphs in this Guaranty are for convenience of reference only and shall not limit or define the provisions hereof or be used in construing or interpreting the effect of those provisions.

(e) **Applicable Law.** This instrument shall for all purposes be governed by and interpreted in accordance with the laws of the state in which the premises described in the Lease are located.

(f) **Binding Effect.** This Guaranty is binding upon Guarantor and Guarantor's legal representatives and assigns and is binding upon the inures to the benefit of Landlord, its successors and assigns; provided, that no assignment or delegation by Guarantor shall release Guarantor of Guarantor's

obligations under this Guaranty. The term "Tenant" as used in this Guaranty includes any assignee or sublessee of Tenant.

At the end of the initial term of this Lease Tenant and Landlord will analyze all financial conditions and mutually agree on the type of guaranty needed by Tenant in future option periods.

IN WITNESS WHEREOF, the undersigned have duly executed this Guaranty the 8th day of March, 2013.

GUARANTOR: Gold's Gym International, Inc.

Aaron Watkins
Printed name: Aaron Watkins

Title: CEO

TIN: _____