FORM B10 (Official Form 10)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

PROOF OF CLAIM
Chapter 11

Name of Debtor: (see attached for complete list of debtors)
BRIGHTMAN REALTY COMPANY

Case Number:
02 - B02474

Name of Creditor (The person or other entity to whom the debtor owes money or property):
KMART CORPORATION

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case.
☒ Check box if the address differs from the address on the envelope sent to you by the court.

If address differs from above, please complete the following:
Creditor Name: BRIGHTMAN REALTY COMPANY, Telephone: # 808-883-3809
Address: c/o RUTH BERNSTONE 68-3840 LUA KULA #E204
City/St/Zip: WAIKOLOA, HI 96738

This Space is for Court Use Only

Account or other number by which creditor identifies debtor:
STORE # 3812

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim
☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred:
12-31-01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 2601.67
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle
☐ Other _____
Value of Collateral: $_____
Amount of arrearage and other charges at time case filed included in secured claim, if any: $_____

6. Unsecured Priority Claim.
☐ Check this box if you have an unsecured priority claim.
Amount entitled to priority $ _____
Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan – 11 U.S.C. §507(a)(4).
☐ Up to $ 2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(__).

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

This Space is for Court Use Only
KP
1046
4/11/02
02 APR -1 AM 10:31
BANKRUPTCY

Date: 3/26/02

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
General Partner
Abraham Bregstone, by Ruth Bernstone
attorney-in-fact

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

BIG K Super K Kmart Corporation 76007654 82-35/311

CHECK NUMBER: 011390480

01-28

PAY : TWO THOUSAND SIX HUNDRED ... 87/100 DOLLARS

TO THE ORDER OF

TERRE VENTURE INC

9990 COLLEGE BLVD SUITE 110

OVERLAND PARK KS

JAN 30 2002

CHECK DATE	CHECK AMOUNT
12/31/2001	2,001.67

PAYMENT STOPPED

PAYMENT STOPPED

THE BANK OF NEW YORK (DELAWARE)

NEWARK DELAWARE

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE (SIGNATURE LINE CONTAINS KMART LOGO)

THIS DOCUMENT IS PRINTED IN BLUE INK AND CONTAINS SECURITY FEATURES ON BOTH SIDES. DO NOT ACCEPT UNLESS THESE SECURITY FEATURES ARE PRESENT.

⑈011390480⑈ ⑆03 00351⑆ ⑈0300975174⑈ ⑈0000260167⑈

⑈11390480⑈⑆031100351⑆ 0300875174⑈ ⑈0000260167⑈

TERRA VENTURE, INC.
PAY TO THE ORDER OF
BRIGHTMAN DEVELOPMENT CO.

0007 1911

JAN 31 02

JA 02 29

The Bank of New York (Delaware) Newark, DE 19711

MERRILL

CANCELLED

FOR DEPOSIT ONLY
TO MLPF&S INC. 760
ABSENT OF ENDORSEMENT GUARANTEED
FIRST UNION NATIONAL BNK
2115000954200

FRB-PHILA*RCPC-GROUP
02024206 0310-0004-0
02024206 01-29-02

FRB-PHILA*RCPC-GROUP
15000 0310-0004-0
15000 01-31-02

TRIPS

[illegible]

9990 COLLEGE BLVD SUITE 110

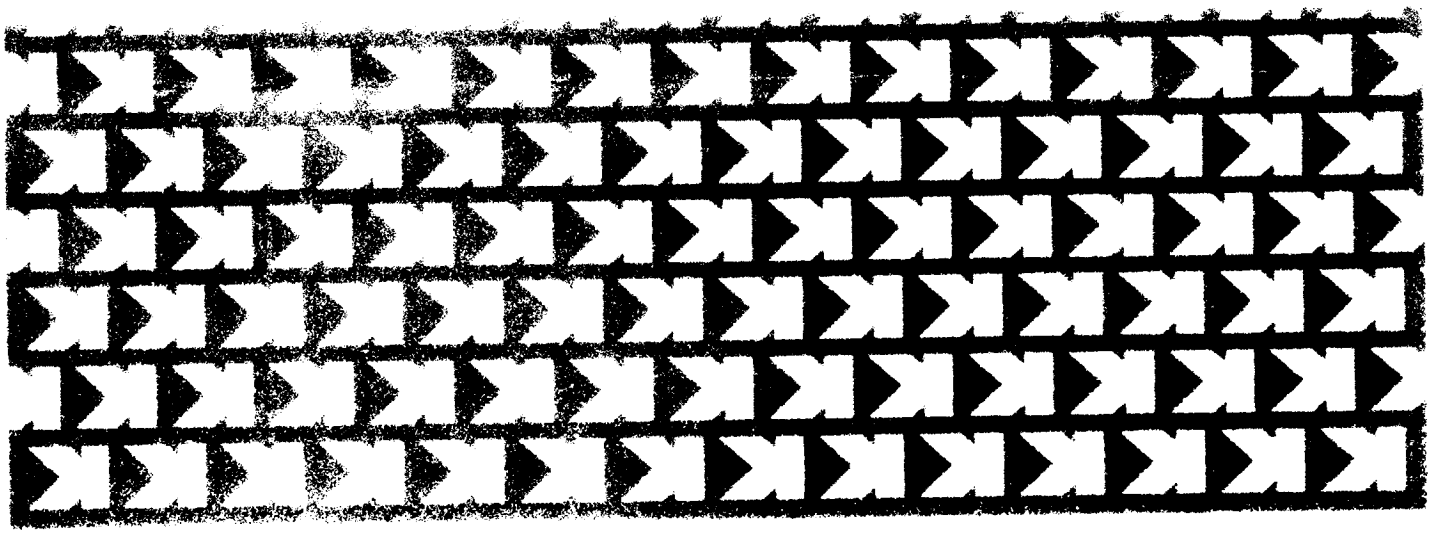
BANK NO. 7

CHECK DATE 12/31/2001
CHECK NO: 11390480
CHECK AMOUNT: 2,601.67

* PLEASE RENDER STATEMENT EACH MONTH SHOWING ALL PAST DUE INVOICES AND CREDITS. STORE AND INVOICE NUMBER MUST BE SHOWN
* OPPOSITE EACH CHARGE. ADDRESS ALL CORRESPONDENCE CONCERNING REMITTANCES TO A/P AUDIT DEPARTMENT.

STORE NO.	DOCUMENT AMOUNT	DEPT NO.	TYPE	PREMISES
0381201	4,721.17	400	LYE Oct 01 CAM	Poplar Bluff, Missouri
0381201	2,119.50CR	400	LYE Oct 01 CAM REV	Poplar Bluff, Missouri

DOCUMENT TOTAL	CHECK AMOUNT
2,601.67	2,601.67



Kmart Corporation
Resource Center
3100 West Big Beaver Road
Troy MI 48084-3163

January 3, 2002

RUTH BERNSTONE
BRIGHTMAN REALTY COMPANY
68-3840 LUA KULA STREET
UNIT E204
WAIKOLOA HI 96738

RE: Kmart #3812 – Poplar Bluff, MO
2233 North Westwood Blvd.

Dear Ms. Bernstone:

We are in receipt of your invoice dated November 27, 2001 covering November 2000 – October 2001 Common Area Maintenance expenses indicating a prorata share due of $4,721.17.

We have revised this invoice to a prorata share due of $2,601.67 by deleting the insurance charges of $2,119.00, as this particular time period has already been processed on check #11083909 dated January 18, 2001.

Upon a response to the above, we will review the monthly escrow payments for revision.

Sincerely,

Anne O'Neill
Lease Administrator
Real Estate Finance
PHONE 248-463-3065

cc: Kmart #3812 – Store Manager

Ruth Bernstone
Brightman Realty Co.
68-3840 Lua Kula Street, Unit E204
Waikoloa, HI 96738
(808) 883-3809

November 27, 2001

Ms. Anne O'Neill
Kmart International Headquarters
3100 West Big Beaver Road
Troy, MI 48084-3163

CERTIFIED MAIL

Dear Ms. O'Neill,

I am enclosing copies of the invoices for CAMI activity for work done during the twelve months ending October 31, 2001. The total of these invoices is $24,403.84. This corresponds to the budget that we submitted in May 2001 and you approved, excluding the lighting maintenance amount of $3,000 which was not required during this period. Kmart has paid us $1,300.00 a month for November 2000-January 2001 and $1753.63 a month for February-October 2001 for a total of $19,682.67 to be applied against the actual cost of CAMI activity. The balance due, therefore, is $4,721.17. Please send this payment to me at:

Brightman Realty Co.
c/o Ruth Bernstone, General Manager
68-3840 Lua Kula Street, Unit E204
Waikoloa, HI 96738

We would like to request that 1/12 of these expenses be paid to us each month. We would, therefore, request that the monthly amount paid to us with the rent be increased to $2033.65 per month.

Thank you for your assistance in these matters. Feel free to call me at the number listed above if you have any questions or concerns.

Sincerely,

Ruth Bernstone

cc: Mike Barron
Encl.

DURABLE POWER OF ATTORNEY

BY THIS DURABLE POWER OF ATTORNEY, I, ABRAHAM BRIGHTMAN, Social Security Number 100-05-3902, of Broward County, Florida, revoke any and all prior grants of a Durable Power of Attorney and appoint as my lawful agent and attorney-in-fact, my children, RUTH BERNSTONE and WILLIAM BRIGHTMAN, each of them acting independently of the other (hereinafter referred to as "Attorney-in-Fact" or "Agent"), to act for me and in my name in any and all business, financial, legal, and other matters, granting full authority to make, acknowledge, and deliver for me and in my name all contracts, deeds, leases, assignments, obligations, writings, assurances, releases, and other instruments that my Attorney-in-Fact may deem proper in connection with any matter in which I may be interested, and generally to act for me and in my name in all matters affecting my business or property, real or personal, with the same effect as though I were personally present and acting for myself.

This Durable Power of Attorney replaces any previously executed Power of Attorney or Durable Power of Attorney.

THIS DURABLE POWER OF ATTORNEY (THE "POWER") SHALL NOT BE AFFECTED BY ANY PHYSICAL OR MENTAL DISABILITY THAT I MAY SUFFER EXCEPT AS PROVIDED BY STATUTE, AND SHALL BE EXERCISABLE IMMEDIATELY FROM THIS DATE WITHOUT ANY OTHER ACTION OR CONDITION WHATSOEVER. This Power shall not be affected by a lapse of time between its grant and its exercise. All acts done by my Attorney-in-Fact pursuant to this Power, including acts taken during any period of my disability or incompetence, shall inure to the benefit of and bind me, my heirs, devisees and personal representatives, as if I were competent and not disabled. This Power is nondelegable and shall be valid until such time as I die, revoke the Power, or be adjudged incompetent.

At any time a petition to determine my competency or a petition to appoint a guardian for me is filed, this Power shall be temporarily suspended. Notice of the pending petition shall be given to all known donees of this Power in line with F.S. §709.08(2). This Power shall remain suspended until the petition is dismissed or withdrawn, or I am adjudged competent, at which time the Power shall be automatically reinstated and any exercise of this Power shall be valid. If I am adjudged incompetent, the Power shall be automatically revoked.

Whenever an emergency arises between the time a petition is filed and an adjudication is made regarding my competency, the donee of this Power may petition the court for permission to exercise the Power. The petition shall specify the emergency, the property involved, and the proposed action of the donee. No exercise of the Power by the

donee during the time such a petition is pending shall be valid without the permission of the court.

All of my real and personal property and interests in such property are subject to this Power.

Without limiting the broad powers conferred by the preceding provisions, I authorize my Attorney-in-Fact to:

1. *MAKE DEPOSITS.* To make deposits of cash funds, checks, drafts and other instruments for the payment of money to any savings bank account, any savings and loan association account, checking account, certificate of deposit account, money market account, securities brokerage/money market account, or any other account, held or registered in my name alone or held or registered in my name and the name of any other person or persons. My Agent shall have the power to execute any deposit slips required to effectuate the purposes of this Paragraph.

2. *MAKE WITHDRAWALS.* To make withdrawals of cash funds, checks, drafts or other instruments for the payment of money from any savings bank account, savings and loan association account, checking account, certificate of deposit account, money market account, brokerage/money market account or any other account held or registered in my name alone or held or registered in my name and the name of any other person or persons. My Agent shall have the power to execute any withdrawal slips required to effectuate the purposes of this Paragraph.

3. *COLLECT MONEY AND OTHER PROPERTY.* Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges relating thereto.

4. *SETTLE ACCOUNTS.* Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.

5. *ENTER SAFE DEPOSIT BOX.* Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

6. *BORROW MONEY.* Borrow money on such terms, and with such security as my Attorney-in-Fact may think fit and to execute all notes, mortgages and other instruments that my Attorney-in-Fact finds necessary or desirable.

7. *DEAL WITH COMMERCIAL INSTRUMENTS.* Draw, accept, endorse or otherwise deal with any check or any other commercial or mercantile instrument,

specifically including the right to make deposits or withdrawals from any savings account, checking account, money market account(s) or similar accounts.

8. *REDEEM BONDS.* Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.

9. *SELL PERSONAL PROPERTY.* Sell bonds, shares of stock, warrants, debentures, or other items of tangible or intangible personal property belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers and give good receipts and discharges for all money payable in respect to them.

10. *INVEST PROCEEDS.* Invest the proceeds of any redemptions or sales and any other of my money, in bonds, shares of stock and other securities as my Attorney-in-Fact shall think fit.

11. *VOTE SECURITIES.* Vote at all meetings of stockholders of any corporation and otherwise act as my attorney or proxy in respect of my shares of stock or other securities or investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.

12. *EXECUTE TAX RETURNS AND ACT IN TAX MATTERS.* Execute on my behalf any tax return and act for me in any examination, audit, hearing, conference or litigation relating to taxes, including authority to file and prosecute refund claims, and enter into any settlements.

13. *SELLS, RENT, LEASE OR EXCHANGE REAL PROPERTY.* Sell, rent, lease for any term, or exchange any real property or interests in it for such considerations and upon such terms and conditions as my Attorney-in-Fact may see fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me jointly.

14. *PROSECUTE, DEFEND AND SETTLE ALL LEGAL PROCEEDINGS.* Prosecute, defend and settle all actions or other legal proceedings touching my estate or any part of it or touching any matter in which I may be concerned in any way.

15. *MAKE GIFTS.* My Attorney-in-Fact is authorized to make irrevocable gifts of my assets to one or more of my issue, including my Attorney-in-Fact. If any person other than my spouse is serving as Agent, the total fair market value of my assets which may be given to any individual shall not exceed Ten Thousand Dollars ($10,000.00) in any calendar year. This limitation shall not be cumulative from year to year. My Attorney-in-Fact is authorized to make those gifts: outright; to a custodian under the Uniform Gift to Minors

punitive damages; to obtain a mandatory injunction requiring compliance with the directions of my Attorney-in-Fact by any person; and to obtain any other relief that my Attorney-in-Fact determines to be advisable.

25. *NATURE OF POWERS.* The powers conferred upon my Attorney-in-Fact extend to all of my right, title and interest in real or personal property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy or tenancy in common, including all property over which I hold a power of appointment.

26. *RESERVATION OF RIGHTS.* I hereby reserve: (a) all rights to do personally any acts that my Attorney-in-Fact is hereby authorized to perform; (b) the right to grant similar powers of attorney to others; (c) the right to amend this Power in any manner; and (d) the right to revoke the Power in whole or in part.

27. *TERMINATION OF POWERS.* This Power may be terminated either by me or by my Attorney-in-Fact by either of us giving written notice of such termination to the other. An executed duplicate of this Power, or a photocopy thereof, delivered by me or by my Attorney-in-Fact to any third party shall be conclusive proof that this Power has not been terminated and this Power shall continue in effect until the third party is advised by written notice from me or from my Attorney-in-Fact of a termination of the Power.

28. *LAW OF FLORIDA TO GOVERN.* This instrument is executed by me in the State of Florida and shall be governed by the laws of the State of Florida, but it is my intention that this Power shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

29. *RIGHT TO RECORD.* I hereby confirm all acts of my Attorney-in-Fact pursuant to this Power. I specifically grant my Attorney-in-Fact the authority to record this instrument in the public records of the Florida county within which I reside and in any other jurisdiction where my Attorney-in-Fact in his or her sole discretion believes necessary or appropriate.

30. *VALIDITY OF ALL ACTS.* Any act that is done under this Power between the revocation of this instrument and notice of that revocation to my Attorney-in-Fact shall be valid unless the persons claiming the benefit of the act had notice of that revocation.

IN WITNESS WHEREOF, I have set my hand and seal on this _____ day of _____, 2000 to this instrument.

ABRAHAM BRIGHTMAN

The foregoing instrument was executed by ABRAHAM BRIGHTMAN in our presence, and we, at said ABRAHAM BRIGHTMAN's request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses at the place and on the date last above mentioned.

_____ **residing at** 3796 NE 209 TERR

Print Name: LYNN W. FROMBERG

AVENTURA, FL

_____ **residing at** 9500 NO. HBRK. LK. DR.

Print Name: BENJAMIN SHECHTER

PEMBROKE PINES, FL. 33025

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Subscribed and sworn to before me by ABRAHAM BRIGHTMAN, ☑ who is personally known to me, or ☐ who has produced _____ as identification, and by the witnesses designated above who are personally known to me, on this 10th **day of** May, **2000.**

_____
SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC:⇨
COMMISSION NUMBER:
COMMISSION EXPIRES:

OFFICIAL SEAL
ICILMA HIMES-GOBLEY
NOTARY PUBLIC - FLORIDA
COMMISSION NO. CC570269
MY COMMISSION EXP. JULY 21, 2000

L:\HOME\BRENDA\WPFILES\WILLS-TR\BRIGHTMA\ABRAHAM POA.POA
041300a

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (hereinafter referred to as the ("Assignment"), is made and entered into as of the 31st day of August, 1992, by and between Poplar Bluff Development Company, a Kansas general partnership ("Assignor"), and Brightman Realty Company, a Florida general partnership ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has this day conveyed to Assignee the real property described in Exhibit "A" hereto, together with the improvements situated thereon (together, the "Premises"); and

WHEREAS, Assignor is the Landlord under a Lease (the "Lease") dated July 19, 1989, wherein K mart Corporation, a Michigan corporation, is Tenant (the "Tenant"); and

WHEREAS, Assignor desires to convey to Assignee all of Assignor's right, title and interest in and to the Lease;

NOW THEREFORE, for and in consideration of the premises hereof and the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, Assignor and Assignee do hereby covenant and agree as follows:

1.

Assignment

Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee and Assignee's successors and assigns, all of the right, title and interest of Assignor in and to the Lease.

2.

Assumption

Assignee shall and does hereby assume and agree to observe and perform all obligations and duties of Assignor as landlord under the Lease, that arise and relate to the period of time from and after the date hereof.

POPLAR BLUFF, MO

Parties

THIS LEASE made and entered into as of this 19th day of July, 1989, between Poplar Bluff Development Company, a Kansas general partnership, having its principal office at 6711 W. 121st Street, Overland Park, Kansas 66209 (herein referred to as "Landlord"), and K MART CORPORATION, a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as "Tenant"),

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised Premises

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the lease term the following property: Tenant's completed building (designated K mart), together with site improvements to be constructed as hereinafter specified by Landlord at its expense, together with land comprising not less than eleven and four tenths (11.4) acres described in Exhibit "A" attached hereto and made a part hereof, and situated in the City of Poplar Bluff, County of Butler, State of Missouri; said building to be in the locations depicted on Exhibit "B" attached hereto and made a part hereof, and of the following dimensions:

K mart store: 361'4" in width by
239'4" in depth.....86,479 square feet.

Plus garden shop with approximate dimensions of 50' x 100'.

Said land, Tenant's completed building and site improvements, together with all licenses, rights, privileges and easements appurtenant thereto shall be herein collectively referred to as the "demised premises".

Term

2. The term of this lease shall commence upon the "date of occupancy by Tenant", as that term is defined in Article 11 hereof, and shall terminate upon such date as shall be Twenty Five (25) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, the term of this lease may be extended as provided in Article 13 hereof. The phrase "lease term", as used in this lease, shall be the term of this lease and any extension thereof pursuant to said Article 13.

Annual Minimum Rental

3. Tenant shall, during the lease term, pay to Landlord, at such place as Landlord shall designate in writing from time to time, an annual minimum rental of FOUR HUNDRED FORTY-ONE THOUSAND FORTY-THREE DOLLARS ($441,043.00), unless abated or diminished as hereinafter provided, in equal monthly installments on the first day of each month, in advance, commencing upon the first day of the lease term; provided, however, in the event the first day of the lease term shall not be the first day of a calendar month, then the rental for such month shall be prorated upon a daily basis.

Additional Rental

4. In addition to the aforesaid annual minimum rental, with respect to any lease year during the lease term in which Tenant's "gross sales", as hereinafter defined, shall exceed the sum of SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($16,500,000.00), Tenant shall pay to Landlord as additional rental an amount equal to one percent (1%) of gross sales exceeding SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($16,500,000.00).

(c) all repairs and replacement (exclusive of sweeping, striping and snow and ice removal) necessary to maintain all driveways, sidewalks, street and parking areas free of all settling, clear of standing water, and in a safe, sightly and serviceable condition, free of chuck holes, fissures and cracks.

Notwithstanding the foregoing provisions of Article 15 herein set forth, Landlord shall contract for sweeping, striping and snow removal for the parking areas, driveways, sidewalks and streets of the premises and maintain same in a clean, safe, sightly and serviceable condition. The Landlord shall further maintain all landscaped areas.

Tenant shall pay the Landlord the costs of maintaining the common areas. For purposes of this Article, the costs of maintaining the common areas shall mean the following: all amounts paid for (1) cleaning, snow and ice removal, ~~repair (but not replacement)~~ and restriping the parking areas, sidewalks and driveways; (2) maintenance repair and replacement of planted or landscaped areas; (3) lighting of parking lot, including repair and replacements (i.e., bulb replacements); (4) wage and salaries of persons directly and actually performing services described herein; and (5) the cost of all liability insurance premiums paid by Landlord pursuant to the provisions of Article 10 hereof. The cost of maintaining the common areas shall not include capital expenses, office overhead or permit fees.

Tenant shall pay to Landlord on account of the aforesaid costs an amount equal to one-twelfth (1/12) of the estimated annual costs of such work performed by Landlord on the first day of each month in advance along with the monthly installment of minimum rental. Said amount shall be adjusted and revised by Landlord as of the end of the initial lease year and each subsequent lease year during the term hereof on the basis of the actual maintenance costs incurred during the immediately preceding lease year plus reasonably anticipated increases in such costs. It is understood and agreed by Landlord and Tenant that Tenant's annual common area charge shall not increase in excess of the previous annual charge by more than five percent (5%) and that Tenant shall not be obligated to pay any costs in excess of this increase. Upon Landlord's furnishing to Tenant a written statement setting forth such revised estimate of maintenance costs to be incurred by Landlord pursuant to Article 15, Tenant shall pay to Landlord such revised estimate in monthly installments, in advance, on the first day of each month in each lease year upon the next succeeding revision of such estimate. Landlord agrees to provide the Tenant within thirty (30) days after the end of each lease year a written statement signed by Landlord setting forth the cost of reimburseable items incurred by the Landlord pursuant to this Article. If Tenant's maintenance costs incurred exceed Tenant's payment in that lease year, Tenant shall pay to Landlord the deficiency within thirty (30) days after receipt of the statement, provided Tenant's deficiency is not excess of the maximum increase provided herein. In the event of a dispute