B10 (Official Form 10) (12/12)

UNITED STATES BANKRUPTCY COURT
Middle District of Tennessee
Nashville Division

PROOF OF CLAIM

Name of Debtor: **Oreck HomeCare, LLC**

Case Number: **13-04012**

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
WRI-URS South Hill, LLC

COURT USE ONLY

Name and address where notices should be sent:
WRI-URS South Hill, LLC
c/o Weingarten Realty Investors
2600 Citadel Plaza Drive, Suite 125
Houston, Texas 77008
Attn: Jenny J. Hyun, Esq.
Telephone number: **(713) 866-6000** email: **bankruptcycases@weingarten.com**

Check this box if this claim amends a previously filed claim.

Court Claim Number:_____
(If known)

Filed on:_____

Name and address where payment should be sent (if different from above):

(Same as above)

Telephone number: email:

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

RECEIVED
SEP 13 2013
BMC GROUP

1. Amount of Claim as of Date Case Filed: **$ Unliquidated**

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Non-residential real property lease dated January 29, 2003, and all amendments and modifications thereto (if any). See Exhibit "A" attached hereto.
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:
P0563 / L#ORECHL01

3a. Debtor may have scheduled account as:
_____
(See instruction #3a)

3b. Uniform Claim Identifier (optional):
_____
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attached required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property:$_____

Annual Interest Rate___% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: **$**_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).

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

Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 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)(__).

Amount entitled to priority:
$_____

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

Oreck POC
06-00252

7. Documents: Attached are 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 or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001 (c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7 and the definition of "redacted".).*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box:

I am the creditor. ☑ I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Jenny J. Hyun

Title: Vice President/Associate General Counsel

Company: Weingarten Realty Investors, Sole Manager of WRI-URS South Hill, LLC, Claimant

Address and telephone number (If different from notice address above):

Telephone number: _____ email: _____

(Signature) (Date)

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.

P0563/L#ORECHL01

Oreck HomeCare, LLC

dba Oreck Floor Care Centers #166

4102 Meridian Street South, Suite E3, Puyallup, WA 98373

PETITION DATE: 05/06/13
LEASE REJECTION DATE: To be determined
LEASE EXPIRATION DATE: 04/30/14

1. This Proof of Claim represents monetary amounts due, owing, and unpaid as of the Petition Date, pursuant to the lease described on Exhibit "A" (the "Lease") between WRI-URS South Hill, LLC ("WRI") and Oreck HomeCare, LLC ("Debtor"). Those amounts include, without limitation, common area maintenance, taxes, insurance, utilities and year-end tenant rebill reconciliation charges, which are presently unliquidated and cannot be estimated. WRI reserves the right to amend this Proof of Claim when those amounts become known and can be stated with specificity.
2. WRI reserves the right to supplement this Proof of Claim to state amounts due to cure defaults under the Lease pursuant to section 365(b)(1) of the Bankruptcy Code.
3. WRI reserves the right to supplement this Proof of Claim to state amounts which may hereafter become due for post-petition rent, fees, or other charges under the Lease including, without limitation, amounts becoming due pursuant section 365(d)(3) of the Bankruptcy Code.
4. WRI reserves the right to supplement this Proof of Claim to state amounts which may hereafter become due in the event the Lease is rejected pursuant to section 365 of the Bankruptcy Code.
5. WRI reserves the right to supplement this Proof of Claim to reflect damages found to be due as a result of non-monetary defaults under the Lease.
6. WRI reserves the right to amend this Proof of Claim for any reason to include, without limitation, additional documentation, costs, interest, vacancy or repair charges or attorneys fees.

SOUTH HILL CENTER

SHOPPING CENTER LEASE

Between

SOUTH HILL CENTER, LLC,
a California limited liability company

TIGARD-SOUTH HILL, LLC,
a California limited liability company

as Landlord

and

ORECK HOMECARE, LLC,
a Delaware limited liability company,
d/b/a Oreck Floor Care Centers

as Tenant

EXHIBIT "A"

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Landlord's Initials _____ Tenant's Initials MC

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Landlord's Initials _____ Tenant's Initials _____

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Landlord's Initials _____ Tenant's Initials _____

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE is made and entered into as of the 29th day of January, 2003, by and between South Hill Center, LLC, a California limited liability company, and Tigard-South Hill, LLC, a California limited liability company, (collectively "Landlord") and Oreck HomeCare, LLC, a Delaware limited liability company, d/b/a Oreck Floor Care Centers ("Tenant");

WHEREAS, Landlord owns that certain real property and the improvements now or hereafter located thereon as described in the legal description thereof attached hereto and made a part hereof as Exhibit A (which real property and improvements are hereinafter referred to as the "Shopping Center"), which Shopping Center is depicted on the site plan attached hereto and made a part hereof as Exhibit B (hereinafter referred to as the "Site Plan");

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, as more fully described below (hereinafter referred to as the "Premises");

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, the Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the following described Premises all upon the following terms and conditions:

SECTION 1 BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1 Basic Lease Provisions.

(a) LANDLORD: South Hill Center, LLC, a California limited liability company
Tigard-South Hill, LLC, a California limited liability company

(b) ADDRESS OF LANDLORD:

c/o Barclay's Realty & Management Co.
9777 Wilshire Blvd. Suite 1009
Beverly Hills, California 90212
(310) 276-0877
(310) 276-0878 Fax

(c) TENANT: Oreck HomeCare, LLC, a Delaware limited liability company, d/b/a Oreck Floor Care Centers

(d) ADDRESS OF TENANT:

Shopping Center Store Address:
4102 South Meridian
Puyallup, WA 98373
Suite E-3

(e) TENANT'S PERMITTED TRADE NAME: Oreck Floor Care Centers, or such other trade name as Landlord may consent to in writing, which consent shall not be unreasonably withheld.

(f) PREMISES: Suite E-3, containing approximately 1,500 square feet of Premises.

(g) LEASE TERM: Sixty (60) months, plus that portion of a calendar month necessary, if at all, for the Termination Date to occur on the last day of such calendar month, and any extension thereof.

OPTION TO EXTEND: One (1) sixty (60) month option to extend, as specifically set forth in Exhibit E.

(h) COMMENCEMENT DATE: Upon the earlier of the date Tenant opens for business or ninety (90) days from the date possession of the Premises is delivered to Tenant.

(i) TERMINATION DATE: Unless extended as specifically set forth in Exhibit E, Sixty (60) months after the Commencement Date, plus that portion of a calendar month necessary, if at all, for the Termination Date to occur on the last day of such calendar month.

Landlord's Initials _____ Tenant's Initials _____

(j) MINIMUM RENT:

Portion of Term	Monthly Minimum Rent Due
Months	
1 – 60	$3,437.50; Adjustments
Extended Term Months	Minimum Rent shall be adjusted as provided in Exhibit "E"

(k) PERCENTAGE RENT: NONE

(l) PERMITTED USES: The permitted use of the Premises shall be for the operation of a retail Oreck Floor Care Center that sells a complete line of Oreck brand vacuum cleaners, floor cleaning equipment, air purifiers, water purifiers, floor waxes and polishes, bags and belts for vacuum cleaners and floor cleaning equipment and the incidental repair of standard floor cleaning equipment.

(m) NUMBER OF DAYS FOR COMPLETION OF TENANT'S WORK: Not more than ninety (90) days from the date possession of the Premises is delivered to Tenant.

(n) SECURITY DEPOSIT: NONE

(o) FIRST MONTH RENT: See Section 1(j) above.

(p) GUARANTOR: NONE

(q) BROKERS: Landlord's Brokers: West Coast Commercial Realty and Daneman Realty, Inc.

1.2 Significance of Basic Lease Provisions

Each reference in the rest of this Lease to the terms or topics contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such relevant Basic Lease Provision; provided that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

1.3 Enumeration of Exhibits and Riders

The exhibits and any riders enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligation on its part stated in any and all such Exhibits:

Exhibit A Legal Description of Shopping Center
Exhibit B Site Plan of the Shopping Center
Exhibit C Description of Landlord's Work and Tenant's Work
Exhibit D [Intentionally Omitted]
Exhibit E Option To Extend
Exhibit F Guarantee of Lease
Exhibit G Sign Criteria
Exhibit H Prohibited Uses and Existing Exclusive Uses
Exhibit I Rules and Regulations

SECTION 2 — PREMISES.

2.1 Shopping Center.

(a) Definition

The Landlord is the owner of the Shopping Center of which the Premises is a part. The Shopping Center is legally described in Exhibit A and the Shopping Center and Premises are depicted in the Site Plan attached hereto as Exhibit B. The Tenant shall only have such rights in and to the Premises and the Shopping Center as are specifically set forth herein.

(b) No Representations

Landlord's Initials _____ Tenant's Initials ME

It is agreed that the depiction of the Shopping Center on Exhibit B does not constitute a representation, covenant or warranty of any kind by Landlord, and Landlord reserves the right from time to time to change the size, layout and dimensions of the Shopping Center, locate, relocate, alter and/or modify the number and location of buildings, building dimensions, the number of floors in any of the buildings, the parking areas, store dimensions, identity and type of other stores and of other tenants and tenancies, the nature of the businesses, activities and uses to be conducted and the common areas located from time to time in or on the Shopping Center. The Landlord makes no representation or warranty with respect to the occupancy by any tenant (whether a Major Tenant, a small shop tenant or the tenant of any pad or lot within the Shopping Center), or the date on which any such tenant accepted or will accept occupancy of its space or the use to which any other tenant will put its leased space, it being understood that the Landlord shall have the full right to lease space in the Shopping Center to any tenant and for any purpose Landlord deems appropriate, including retail, office, non-retail and commercial purposes. To use the term "Shopping Center" shall not constitute a representation or warranty that the Shopping Center shall be used exclusively or primarily for retail purposes. Tenant agrees that it shall look solely to that portion of the Shopping Center which constitutes the Premises with respect to any liability accruing hereunder, it being expressly understood and agreed that the Shopping Center and any other real estate which may constitute a portion of the Shopping Center shall be free from any such liability.

(c) Improvements

Tenant shall improve the Premises as set forth in the Description of Tenant's Work attached hereto and made a part hereof as "Exhibit C," as more fully described below.

2.2 Premises and Demise

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted on the Site Plan. The Premises does not include the space above the suspended ceiling, if any, or below the surface of the floor slab; provided, however, Tenant shall be solely responsible for the cost of maintaining all systems (such as electrical, lighting, heating and plumbing) or portions thereof that exclusively serve the Premises, but are located outside the Premises.

2.3 Reserved to Landlord

Landlord reserves the right from time to time to expand, reduce and otherwise change the size and dimensions of the Shopping Center; locate, relocate, alter and change the number and location of buildings and other improvements; change any building dimension, and the number of floors in any of the buildings, parking areas, identity and type of other stores and tenancies, shopping center name and names and the common areas located from time to time in or on the Shopping Center. Landlord further reserves the right to grant to anyone the exclusive right to conduct a particular business or undertaking in the Shopping Center. Landlord further reserves the use of the exterior walls (other than storefronts), the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and which serve other parts of the Shopping Center. Landlord shall use reasonable efforts to locate such items under the floor, above the ceiling, adjacent to an interior wall other than the storefront and (to the extent reasonably practical) in a non-sales area and such use within the Premises shall not exceed one percent (1%) of the Floor Area of the Premises unless otherwise agreed. If Landlord's use hereunder exceeds one percent (1%) of the Floor Area of the Premises, Tenant shall be entitled, as its sole and exclusive remedy, to a reduction in the stated Floor Area for the Premises set forth in Section 1.1 above, and a proportional reduction in Minimum Rent and Adjustments due hereunder. Landlord also reserves the right to use the land below and the space above the Premises in any manner and for any purpose which does not materially and permanently interfere with Tenant's use of the Premises.

SECTION 3 — TERM; TENANT'S WORK.

3.1 Lease Term

This Lease shall be for the term set forth in Section 1.1 above (hereinafter referred to as the "Term" or "Lease Term") and shall commence on the Commencement Date set forth in Section 1.1 above; provided, however, the terms and conditions of this Lease shall apply on and after the date possession of the Premises is delivered to Tenant, the Lease Term shall terminate at midnight of the Termination Date set forth in Section 1.1 above (hereinafter referred to as the "Termination Date").. If Tenant fails to surrender the Premises at the end of the Lease Term, or any renewal or extension thereof, Tenant shall be liable for, and will indemnify Landlord against, all claims and demands made by any succeeding tenants against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. A "Lease Year" shall mean a calendar year commencing January 1 of one year and ending December 31 of the same year. If the Commencement Date is a date other than the first day of January, the initial Lease Year shall be from the Commencement Date to December 31 of that calendar year.

Landlord's Initials _____ Tenant's Initials MR

3.2 Option To Extend. SEE EXHIBIT E.

3.3 Landlord's and Tenant's Work.

(a) Landlord's Work. If the Premises are not presently complete, Landlord shall deliver to the Tenant, and the Tenant agrees to accept from the Landlord, possession of the Premises forthwith upon substantial completion of the Landlord's Work as described in the Description of Landlord's and Tenant's Work attached hereto and made a part hereof as in Exhibit C. Landlord shall, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the attached Exhibit C. The term "substantial completion of the Landlord's Work" is defined as the date on which Landlord, or its project architect, notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit C, except work that Landlord cannot complete until Tenant performs necessary portions of its work.

Notwithstanding anything herein to the contrary, Tenant shall have no claim whatsoever against Landlord for any damages arising out of Landlord's failure to achieve substantial completion of Landlord's Work as described in Exhibit C; provided, however, if substantial completion is not achieved within one year of the date hereof, then both Landlord and Tenant shall have the right to terminate this Lease as their sole and exclusive remedy for Landlord not achieving substantial completion by sending a written notice of its election hereunder to the other party.

(b) Tenant's Work. Tenant shall diligently pursue the installation of such alterations, additions and improvements that may be approved or required by Landlord, including the installation of fixtures, equipment and any other Tenant's Work set forth in Exhibit C and the removal of all Hazardous Material, if any, within the period set forth in Section 1.1(m), above. Tenant's failure to complete Tenant's Work in accordance with Exhibit C, and within the period set forth in Section 1.1(m), shall be a material breach of this Lease. All of Tenant's Work shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications approved, in writing, by Landlord as further provided in Exhibit C. No structure or other improvement of any kind shall be erected or maintained on the Premises unless and until the plans, specifications, and proposed location of such structure or improvement have been approved in writing by Landlord as provided in Exhibit C. Tenant's contractor shall name Landlord and the manager of the Shopping Center as additional insureds on contractor's insurance policies. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto. Tenant covenants that no work by Tenant or Tenant's employees, agents or contractors shall disrupt or cause a slowdown or stoppage of any work conducted by Landlord in, on, or around the Shopping Center. Tenant's failure to comply with the terms and conditions of this provision shall be a material breach of this Lease.

3.4 Statement as to Lease Term When the Commencement Date and Termination date of the Lease Term have been determined as provided in Section 3.1, at Landlord's request, the Tenant shall execute, acknowledge and deliver to the Landlord, a written statement in recordable form specifying therein the Commencement Date and Termination Date of the Lease Term, and such dates shall be inserted in Sections 1.1 and 3.1 above.

3.5 Pre-Commencement License Tenant and Tenant's employees, agents and approved contractors and licensees may enter the Premises and Shopping Center pursuant to a license granted under this Section 3.5 (the "Pre-Commencement License") prior to the Commencement Date, for the limited purpose of inspecting the Premises in connection with efforts to obtain the necessary governmental approvals and permits, and to commence Tenant's Work. Tenant's right to enter onto the Premises and Shopping Center pursuant to the Pre-Commencement License shall not trigger the Commencement Date under Section 3.1 above as long as Tenant complies with such reasonable restrictions and conditions as may be imposed by Landlord from time to time. The Pre-Commencement License shall be subject to the terms and conditions of this Lease, including but not limited to Section 14. Tenant shall, however, pay any and all costs of utilities used in the Premises during the period of the Pre-Commencement License. Tenant shall coordinate all activities on and about the Premises with Landlord and Tenant shall not interfere with or hinder Landlord or Landlord's other tenants with respect to their work or the use and enjoyment of other space within the Shopping Center.

SECTION 4 — RENT.

4.1 Minimum Rent Tenant shall pay to Landlord, without notice or demand and without any set-off deduction whatsoever, as fixed Minimum Rent the monthly sums set forth in Section 1.1 above (the "Minimum Rent"), which shall be paid in advance on or before the first day of each calendar month of the Lease Term commencing with the Commencement Date of this Lease and shall be considered delinquent if not so paid on or before the first day of each month. If the Lease Term commences or expires on a day other than the last day of a calendar month, the Minimum Rent for such month shall be a prorated portion of the monthly Minimum Rent, based upon a thirty (30) day month. As set forth in Section 1.1, the Tenant has deposited with Landlord, the first month's Minimum Rent upon the execution of this Lease.

Landlord's Initials _____ Tenant's Initials MC

4.2 Security Deposit Upon the execution hereof, Tenant has deposited with Landlord as a security deposit the sum shown in Section 1.1 above. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the entire Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of Minimum Rent, Percentage Rent, Adjustments or other charges or sums due under this Lease, Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any Minimum Rent, Percentage Rent, Adjustment or other charges or sums due under this Lease or any sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, damage, cost or expense (including attorneys' fees) which Landlord may suffer or incur by reasons of Tenant's default. If any portion of said security deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit certified or cashier's check with Landlord in an amount sufficient to restore the security deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof after deduction hereunder by Landlord shall be returned to Tenant (or, at Landlord's option to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease Term; provided, that in the event this Lease shall be terminated by, or upon the default of, the Tenant, the security deposit shall be retained by Landlord and all of Tenant's interest therein shall terminate. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

4.3 Percentage Rent.

(a) Tenant's Obligation In addition to the Minimum Rent to be paid by Tenant pursuant to Section 4.1, Tenant shall pay to Landlord at the time and in the manner herein specified under Section 4.4 an amount equal to that percentage set forth in Section 1.1(k) above of Tenant's Gross Sales (as defined below) during each calendar year of the Lease Term less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.

(b) Required Statement Within ten (10) days after the end of each calendar month of the Lease Term, commencing with the tenth (10th) day of the month following Tenant's opening for business (as herein above provided), and ending with the tenth (10th) day of the month next succeeding the last month of the Lease Term, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total Gross Sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly Gross Sales made in, upon or from the Premises during each calendar month, less the Minimum Rent for each such calendar month, if previously paid. Said statement and payment shall be made with the succeeding month's regular Minimum Rent payment. Within sixty (60) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total Gross Sales by months made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total Percentage Rent paid for each such calendar year shall be a sum equal to the percentage of the total Gross Sales made in, upon or from the Premises during each calendar year of the Term hereof, less the Minimum Rent pursuant to Section 4.1 for each such calendar year, if previously paid, so that the Percentage Rent, although payable monthly, shall be computed and adjusted on an annual basis. Any overpayment of Percentage Rent by Tenant shall be credited towards the next Minimum Rent payments due. Tenant shall attach its check to such annual report, which check shall be in an amount equal to any underpayment revealed by such annual report.

(c) Gross Sales The term "Gross Sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises , whether operated by Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the Gross Sales for the period in which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.

(d) Records Tenant shall keep full, complete and proper books, records and accounts of its daily Gross Sales, both for cash and on credit, of each separate department, subtenant, and concessionaire at any time operated in the Premises. Landlord and its agents and employees shall have the right at any and all reasonable times, during the regular business hours, to examine and inspect all of the books and records of Tenant, including any sales tax reports pertaining to the business of Tenant conducted in, upon, or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of Gross Sales. Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection; and, if the statement of Gross Sales previously made to Landlord shall be found to be inaccurate, then and in the event, there shall be an adjustment, and Tenant shall pay to Landlord on demand such

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sums as may be necessary to settle in full the accurate amount of said Percentage Rent that should have been paid to Landlord for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy of greater than two percent (2%) error with respect to the amount of Gross Sales reported by Tenant for the period of said report, then Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies, this Lease may thereupon be canceled and terminated, at the option of the Landlord.

(e) No Partnership It is understood and agreed that the fixing of a portion of the rental on a percentage of the sales of the business to be done by Tenant does not create a partnership or joint venture relationship between the parties hereto; that landlord assumes no liability hereunder for the operation of the business of Tenant; and that the provisions with reference to rents herein are for the sole purpose of fixing and determining the total rents to be paid by Tenant to Landlord.

4.4 Adjustments.

(a) Taxes and Insurance.

(1) In addition to the Minimum Rent provided in Section 4.1 above, and commencing at the earlier of (i) the date Minimum Rent commences, (ii) the Commencement Date, or (iii) the date possession of the Premises is delivered to Tenant pursuant to Section 3.1 above, Tenant shall pay to Landlord in monthly installments, the Tenant's pro rata share for all real estate taxes (as defined below) and insurance premiums, including land, buildings and improvements thereon. Said insurance shall include all insurance premiums for fire, liability, loss of rents insurance, and any other insurance and endorsements which may include an "all risk" endorsement or any other insurance, that Landlord or Landlord's lender deems necessary on the Premises.

(2) The term "real estate taxes" shall include all real estate taxes and assessments, whether special or general and including any road improvement districts, water improvement district, if any, and any other utility installation hookup, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Shopping Center and/or payable during or with respect to the Lease Term and the cost of professional consultants and/or counsel to analyze tax bills and prosecute any protest, refunds and appeals; provided, that all such payments shall be paid on a cash basis without regard to whether such real estate taxes apply to a period before or after the Lease Term and without regard to whether Tenant was in possession of the Premises during the time covered by the particular tax statement.

(b) Common Area Maintenance and Charges.

(1) The term "common areas" refers to all areas within the exterior boundaries of the Shopping Center (exclusive of building pad and/or footprint sites reserved for future buildings and the like included within the Shopping Center, if any, after the commencement of construction of leasehold improvements thereon) which are now or hereafter made available for general use, convenience and benefit of Landlord and other persons entitled to occupy space in the Shopping Center, which areas shall include but not be limited to parking areas, driveways, open or enclosed malls, sidewalks, landscaped and planted areas.

(2) The Landlord shall keep or cause to be kept the common areas in a neat, clean, and orderly condition properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with the common areas shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the terms "common area maintenance charge" and "expenses in connection with the common areas" as used herein shall be construed to include, but not be limited to, all sums expended in connection with the common areas for all general maintenance and repairs, relocation of facilities, resurfacing, painting, striping, restriping, cleaning, snow removal, sweeping and janitorial services, maintenance and repair of sidewalks, curbs and Shopping Center signs, landscaping, irrigation or sprinkling systems, planting systems, planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; all roof repairs and maintenance and painting or renovation of the exterior portion of all or any part of the improvements constructed on the Shopping Center; maintenance and repair of any fire protection systems, lighting systems, storm drainage systems and any other utility systems; all cost or expenses incurred by reason of any repairs or modifications to the Shopping Center and/or its improvements and/or for repair or installation of equipment required for energy or safety purposes as required by governmental statutes, ordinances, rules or regulations in force from time to time; personnel to implement such services including, if Landlord deems necessary, the cost of a maintenance supervisor and/or the cost of security guards; all costs and expenses pertaining to a security alarm system for the tenants and/or Shopping Center; reserves for future maintenance and repair work which Tenant hereby authorizes Landlord to use as Landlord deems necessary; personal property taxes on the improvements located on the common areas; and public liability and property

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damage insurance covering the common areas in amounts as required by Landlord. Landlord may cause any or all of said services to be provided by an independent contractor or contractors.

(3) Should Landlord acquire or make available land not shown as part of the Shopping Center on Exhibit B and make the same available for parking or other common area purposes, then said expenses in connection with the common areas shall also include all of the aforementioned expenses incurred and paid in connection with said additional land.

(4) In addition to Minimum Rent provided in Section 4.1 above, and commencing at the earlier of (i) the date Minimum Rent commences, (ii) the Commencement Date or (iii) the date possession of the Premises is delivered to Tenant pursuant to Section 3.1 above, Tenant shall pay to Landlord monthly the Tenant's pro rata share of the common area maintenance charge together with a management fee in an amount equal to four percent (4%) of the current Minimum Rent. The amount of the monthly common area maintenance charge shall be equal to the Tenant's pro rata share of common area maintenance charges as set forth in Section 4.4 (c) below, multiplied by the operating cost budget or statement of anticipated monthly adjustments pursuant to Section 4.4 (e) below.

(c) Definition of Tenant's Pro Rata Share. For the purposes of this Lease, the term "Tenant's pro rata share" shall be a fraction, the numerator of which is the gross leasable floor area of the Premises and the denominator of which is the gross feasible floor area of the buildings constructed within the Shopping Center from time to time, whether or not actually occupied and open for business. Tenant's pro rata share may be adjusted higher in the event Landlord permits other tenants or occupants of the Shopping Center to incur those same certain expenses directly rather than through Landlord and in common for the Shopping Center. In such case, Tenant's pro rata share shall be calculated as the fraction having as its numerator the number of square feet in the Premises and its denominator the leasable floor area of all buildings in the Shopping Center less the number of square feet of building area of tenants or occupants who have incurred such expense directly. Nothing herein shall imply that Landlord will permit Tenant or any other tenant or occupant of the Shopping Center to incur common area maintenance charges directly. Any such permission shall be in the sole discretion of Landlord and in writing, which Landlord may grant or withhold in its sole discretion. Landlord may, at its sole option, change prospectively or retrospectively, Tenant's pro rata share as Landlord deems appropriate to achieve an equitable result.

(d) Definition of Adjustments. For purposes of this Lease, the term "Adjustments" shall collectively include real estate taxes, insurance, common area charges and other costs and expenses to be paid pursuant to this Section 4.

(e) Statement of Adjustments. Upon commencement of the obligation to pay Adjustments, Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments and other charges, if any, as determined by Landlord for the period between such commencement and the following January and Tenant shall pay the same and all subsequent monthly payments of Adjustments concurrently with the payment of Minimum Rent or if no Minimum Rent is due, such Adjustment shall be due and payable on or before the first day of each month, in advance without adjustment or offset. Tenant shall continue to make said monthly payments of Adjustments until notified by Landlord of a change thereof. By April 1 of each year (or as soon thereafter as possible) Landlord shall give Tenant a statement showing the total Adjustments and other charges, if any, for the Shopping Center actually incurred for the prior calendar year and Tenant's pro rata share thereof. The first and last such statements during the Lease Term shall be prorated from the commencement of the obligation to pay Adjustments and the expiration of the Lease Term. In the event the total of the monthly payments of Adjustments which Tenant has made for the prior Lease Year shall be less than Tenant's actual pro rata share of such Adjustments and other charges, then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments which are then calculated as monthly Adjustments and other charges next coming due. In the event the total of the monthly payments of Adjustments which Tenant has made for the prior Lease Year exceed Tenant's actual pro rata share of such Adjustments and other charges, then Landlord shall credit such excess to the next monthly payments of Tenant's pro rata share of such Adjustments and other charges which thereafter come due. Even though the Lease Term has expired or has been terminated and Tenant has vacated the Premises, when the final determination is made of Tenant's pro rata share of said Adjustments and other charges for the year in which the Lease expires or terminates, Tenant shall immediately pay any increase due over the estimated Adjustments and other charges previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant' provided, that all or any part of such refund may be applied by Landlord in payment of any delinquent or past due sum, including Minimum Rent, Percentage Rent, charges or any other amounts due from Tenant.

4.5 No Offsets or Deductions/Place of Payment. All Minimum Rent, Percentage Rent, Adjustments, and other charges shall be paid in lawful money of the United States of America and shall be paid without offset or deduction. Landlord shall have the right to designate, from time to time, the place or places at which Tenant shall tender all Minimum Rent, Percentage Rent, Adjustments and additional rent payments. Without limiting the generality of the foregoing, Landlord shall have the right to require, at any time, that

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(a) Tenant not make payment at or through any lock box which may be available to tenants at the Shopping Center, and (b) all such payments be made exclusively at Landlord's management offices in the Shopping Center.

SECTION 5 — USE.

5.1 Permitted Uses. Tenant shall not use, permit or suffer the use of the Premises for any business or purpose other than those specifically set forth in Section 1.1 above. Further, Tenant shall not conduct any business in the Premises under any trade name other than the Permitted Trade Name set forth in Section 1.1 above. Landlord makes no representation or warranty and has given no assurance, express or implied, as to the availability or continued availability of Tenant's Permitted Trade Name. Tenant shall indemnify, defend and hold Landlord harmless from any and all losses, claims, causes of action, judgments and liabilities (including but not limited to attorneys' fees and costs) arising out of or relating to Tenant's use of its Permitted Trade Name, including but not limited to trademark and service mark infringement and dilution claims.

1st Addendum (adds exclusive)

5.2 Uses Prohibited. Tenant's use of Premises shall not violate any of the Prohibited Uses and/or the Existing Exclusive Uses set forth in Exhibit H attached hereto and incorporated herein by reference. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of, or affect any, fire or other insurance upon the Premises, Shopping Center or the building (the "Building") of which the Premises is a part, or cause a cancellation of any insurance policy covering said Premises, Shopping Center or Building or any part thereof or any of its contents. Tenant shall not do or permit or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Shopping Center or injure or annoy them, nor shall Tenant use or allow the Premises to be used for any improper, immoral, unlawful or objectionable or offensive purpose, nor shall Tenant cause, maintain, or suffer or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises and shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes.

5.3 Operation of Business.

(a) Subject to the provisions of this Lease, Tenant shall continuously during the entire Lease Term hereof conduct and carry on Tenant's business in the Premises without interruption and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the days and hours designated from time to time by Landlord. This provision shall not apply if the Premises are closed and the business of Tenant is temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant.

(b) If Tenant should fail to be continuously open to the public on a fully operational basis during all hours required under this Lease, in addition to being in material breach of this Lease, Tenant shall immediately pay to Landlord, for each hour or portion thereof that Tenant fails to open, either (i) One Hundred Dollars ($100.00), (ii) ten percent (10%) of Tenant's average hourly Gross Sales computed for the month immediately preceding the month in which Tenant fails to be so open, or (iii) such other amount as may be set forth in the rules and regulations of the Shopping Center promulgated by Landlord from time to time, whichever is greater.

5.4 Compliance With Laws. Tenant shall, at its sole cost and expense, promptly comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, (excluding structural changes not related to or affected by Tenant's improvements or acts). The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

5.5 Hazardous Material. Tenant shall not cause or permit any Hazardous Material, as defined below, to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material caused or permitted by Tenant results in contamination of the Premises or any part of the Shopping Center or any other property, or if contamination of the Premises or any part of the Shopping Center or other property by any Hazardous Material otherwise occurs for which Tenant may be legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Shopping Center or the Premises, damages arising from any adverse impact on marketing of space at the Shopping Center, damages to any other property and amounts paid in settlement of claims,

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attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. Without limiting the foregoing, this indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Shopping Center or other property, if the presence of any Hazardous Material caused or permitted by Tenant results in any contamination of the Premises or any part of the Shopping Center or other property. Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and the Shopping Center or other property to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or the Shopping Center or other property. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government.

SECTION 6 — UTILITIES.

6.1 Tenant's Obligation. Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, sewer service charges and sewer rentals charged or attributed to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires during the Lease Term hereof and the cost of installing meters therefor; provided, however, that if any such services or utilities shall be billed to Landlord and are not separately metered to the Premises, the amount thereof shall be prorated, and Tenant shall pay to Landlord upon demand as additional rental hereunder, an amount equal to that proportion of the total charges therefor which the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area leased and occupied in the area covered by such combined charges. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises.

SECTION 7 — PERSONAL PROPERTY TAXES.

7.1 Tenant's Obligation. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied, assessed and/or which become payable during the Lease Term hereof upon all or any part of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

SECTION 8 — LICENSE AND TAXES.

8.1 Tenant's Obligation. Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering the business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term thereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Minimum Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

SECTION 9 — ALTERATIONS.

9.1 Acceptance of Premises. Tenant has inspected the Premises and accepts the same in their current "AS-IS" condition and waives the right to make any claim against Landlord for any matter directly or indirectly arising out of the condition of the Premises, appurtenances thereto, the improvements thereon and the equipment thereof. LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. Addendum 3

9.2 Alterations by Tenant. After completion of Tenant's Work, Tenant shall not make any subsequent alterations, additions or improvements in or to the Premises without the prior written consent of Landlord which consent may be subject to such conditions as Landlord may deem appropriate. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense. Tenant shall provide its own trash container or container for construction debris; shall use service entrances to the Premises, if any; will conduct no core drillings during business hours; and will disrupt other tenants as little as possible. Tenant shall secure any and all governmental permits, approvals, or authorizations required in connection with any such work, and shall hold Landlord harmless from any and all liability, costs, Addendum 4

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damages, expenses (including attorneys' fees) and any and all liens resulting therefrom. All alterations, additions and improvements (and expressly including all light fixtures and floor covering), except trade fixtures, appliances and equipment which do not become a part of the Premises, shall immediately become the property of the Landlord without any obligation to pay therefor. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Tenant shall, upon the request of Landlord, execute and deliver to Landlord a Consent to Alteration letter in form and content required by Landlord.

9.3 Disability Laws. Notwithstanding anything in this Lease to the contrary, if Tenant constructs, makes or installs or causes to be constructed, made or installed any improvement or alteration in or to the Premises, Tenant shall be solely responsible for ensuring that such improvements and/or alterations do not violate any provision in any local, state or federal law or regulation relating to accessibility for handicapped persons or the removal of architectural or communication barriers to accessibility ("Disability Law"), including but not limited to RCW Chapter 70.92 and The Americans with Disabilities Act. Any approval by Landlord of Tenant's plans or specifications for any such improvements or alterations shall not be a representation or warranty, express or implied, by Landlord that such plans will comply with any Disability Law. If any claim is asserted against Landlord under any Disability Law which claim relates directly or indirectly to any alterations or improvements installed, made or constructed, directly or indirectly, by or for Tenant in or to the Premises or any trade fixture or personal property item used by Tenant in the Premises, Tenant shall defend, indemnify and hold Landlord harmless from and against the claim and any and all charges, liabilities, obligations, penalties, damages, judgments, costs and expenses (including attorneys' fees) arising or incurred against or suffered, directly or indirectly, by Landlord relating thereto. If it should be determined that any improvement or alteration existing, constructed, made or installed in or to the Premises, directly or indirectly, by or for Tenant or any trade fixture or personal property item used by Tenant in the Premises is an illegal architectural or communication barrier under any Disability Law, Tenant shall immediately, at its sole cost and expense, remove the barrier or, to the extent allowed by the Disability Law, provide alternatives to the barrier so as to make the Premises accessible to handicapped persons. No alteration or improvement in the Premises will be approved by Landlord if it will require that barriers outside the Premises be removed under any Disability Law. Tenant shall not have any basis for objecting to Landlord's judgment regarding the probable application of any Disability Law provided Landlord does not act arbitrarily.

SECTION 10 — MAINTENANCE OF PREMISES.

10.1 Maintenance and Repair by Tenant. Tenant shall at all times throughout the Lease Term at its sole cost and expense keep the Premises (including exterior doors and entrances, all windows, moldings and trim of all doors and windows) and all partitions, door surfaces, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures within the Premises and outside the Premises to a point of common connection, and any air conditioning system) in good order, condition and repair (including d from burglary or attempted burglary of the Premises). The costs of any such repairs shall be billed dire and paid by, Tenant. If there is an air conditioning system serving the Premises, Landlord will contract preventive maintenance checks, filter changes, repairs and replacement, and service and Tenant agrees the Tenant's pro rata share of such preventive maintenance calls, filter changes, repairs and replacement for the units serving Tenant's Premises. The bills and invoices for such pro rata share may be delivered to Tenant by the contractor providing such services. Without limiting the generalities thereof, Tenant s the glass of all windows, doors, and showcases clean and presentable; replace immediately all broken g the Premises; at reasonable intervals paint or refinish the interior of the Premises, including entrances a determined by Landlord; make any necessary repairs to, or replacements of, all door closure apparatuse mechanisms; keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins portions of the heating system within the walls of the Premises; at Landlord's request, assist Landlord i all snow and ice form the sidewalk in front of the Premises; and keep all utilities within the Premises and outside the Premises to a point of common connection in a good state of repair.

10.2 Failure To Maintain. If Tenant fails to keep and preserve the Premises as set forth in Section 10.1 above, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

10.3 Maintenance and Repairs by Landlord. Landlord shall keep the structure of the roof, exterior walls, foundations and building structure of the Premises in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord. Landlord shall, also, paint the exterior portion of the Premises as is needed and the Tenant shall reimburse Landlord for the cost and expense incurred for such painting. Should such repairs be required by reason of Tenant's negligent acts or failure to act, Tenant shall promptly pay Landlord for the cost

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thereof as additional rent. Tenant shall immediately inform Landlord of any necessary repairs and Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as otherwise specifically provided herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or Building of which the Premises is a part or in or to fixtures, appurtenances and equipment therein.

10.4 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered by Landlord or by Tenant with the Landlord's consent, then the Premises shall be returned in such altered condition), reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances and equipment (where such removal will not require structural changes to the Premises) which do not become a part of the Premises and alterations which Landlord designates to be removed pursuant to Section 9.2 above, and shall restore the Premises to the condition they were in prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

10.5 Entry. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

SECTION 11 — LIENS AND ENCUMBRANCES.

11.1 Liens. No work performed by, through, under or for Tenant pursuant to this Lease shall be deemed to be for the immediate use or benefit of Landlord to the end that no mechanic's or other liens shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall keep the Premises and the Shopping Center in which the Premises is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in an amount equal to one and one-half (1 1/2) times the estimated cost of such work, materials, labor and supplies and/or any improvements, additions, or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for mechanics' and materialman's liens and to ensure completion of work.

11.2 Encumbrances. The Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is part, the Shopping Center in which the Premises is located, or any part thereof, any mortgage, deed of trust, security agreement or financing statement or other encumbrance; and further, in no event shall the lien of Tenant's mortgage, deed of trust, or other security agreement or financing statement cover the Premises, the Building of which the Premises is a part or the Shopping Center or any part thereof nor any leasehold improvements, alterations, additions, or improvements thereto except trade fixtures, appliances and equipment which are owned by Tenant and which are not, and which do not become, a part of the Premises. The form of any such mortgage, deed of trust or other security agreement or financing statement which includes a legal description of the Premises, or the Building of which the Premises is a part or the Shopping Center or the address thereto, shall be subject to Landlord's prior written approval, which approval shall be subject to such conditions as the Landlord may deem appropriate.

SECTION 12 — ASSIGNMENT AND SUBLETTING.

12.1 Assignment or Sublease. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord which consent may be withheld in Landlord's sole subjective discretion. Any such transaction undertaken without Landlord's prior written consent shall be null and void.

Addendum 5

In determining whether to grant consent to Tenant's sublease, assignment or transfer request, Landlord may consider any factor, including but not limited to the experience and business reputation of the proposed assignee, sublessee or transferee in operating a business for the uses set forth in the Lease; whether the clientele, personnel and foot traffic generated by such proposed assignee, sublessee or transferee is satisfactory to Landlord; notwithstanding that Tenant and/or others remain liable under the Lease, whether the proposed assignee, sublessee, or transferee has a net worth, and financial strength and credit record, satisfactory to Landlord; use of the Premises by the proposed assignee, sublessee or transferee must be identical to the use permitted by the Lease; use of the Premises by the proposed assignee, sublessee or transferee will not violate or create any potential violation of any laws; whether the quality of the business to be operated or likely to be operated by the proposed assignee, sublessee or transferee is satisfactory to Landlord and whether the customary level of sales volume is likely to be sustained by the proposed assignee, sublessee or transferee; whether Landlord's consent might result in a breach of any other lease or agreement to which Landlord is a party; and

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whether the product mix and target customer base of the proposed assignee, sublessee or transferee is consistent with the product mix and target customer base that Landlord is trying to maintain or achieve within the Shopping Center.

No assignment, sublease or other transfer shall relieve Tenant of any liability under this Lease. The prohibition set forth in this Section 12 includes, without limitation (and the following shall be deemed to be "assignments"): (i) a consolidation or merger of Tenant; (ii) a change in the ownership or voting rights of more than twenty-five percent (25%) of the issued and outstanding stock of any corporate tenant; (iii) any sublease, assignment or transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other significant change in corporate or proprietary structure; (iv) the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without the specific assignment of this Lease; and (v) a change in control in any partnership tenant. The acceptance by Landlord of any amounts following any transaction prohibited hereunder shall not be deemed to be a consent by Landlord nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Consent to any such assignment, sublease or other transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment, sublease or transfer. If Landlord's consent is requested for an assignment, sublease or transfer of all or a portion of the Premises, Landlord shall have the right to terminate this Lease with respect to that portion of the Premises for which such consent is requested, at the proposed effective date of such assignment or sublease, and enter into the relationship of Landlord and Tenant with the proposed assignee, subtenant or transferee based on the rent (and/or other compensation) and term agreed to by such assignee, subtenant or transferee and otherwise upon the terms and conditions of this Lease. In connection with any sublease, assignment or transfer, Tenant shall promptly provide Landlord with fully executed copies of all assignment, sublease, transfer and assumption instruments.

12.2 Assignee Obligations. As a condition to Landlord's consent, any potential assignee or transferee otherwise approved by Landlord shall expressly assume all existing and future obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for the payment of Minimum Rent, Percentage Rent, Adjustments, other charges, and the performance of all terms, covenants and conditions of this Lease.

12.3 Sublessee Obligations. As a condition to Landlord's consent, any potential sublessee otherwise approved by Landlord shall expressly assume all existing and future obligations of Tenant under the Lease during the term of the sublease and shall be jointly and severally liable with Tenant for the payment of Minimum Rent, Percentage Rent, Adjustments, additional rent, and the performance of all terms, covenants, and conditions of this Lease.

12.4 Conditional Consents. Any consent by Landlord to any assignment, sublease or other transfer may be subject to any terms or conditions as Landlord shall determine appropriate (including but not limited to requiring that any and all guarantors of the Lease agree to continue to guarantee the Lease obligations after the assignment) and all such terms and conditions shall be binding upon any person holding by, under or through Tenant.

12.5 Attorneys' Fees and Costs. Tenant and any assignee, sublessee or transferee shall reimburse Landlord for Landlord's attorneys' fees and costs incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subleasing or encumbrance.

SECTION 13 — COMMON AREAS.

13.1 Tenant's Rights. The Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the common areas in common with other persons during the Lease Term, subject to the rules and regulations for the Shopping Center as provided in Section 13.4 and any recorded easements, restrictions or other matter with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Shopping Center or any part thereof.

13.2 Control of Common Areas by Landlord. Landlord shall at all times have the exclusive control and management of the common areas of the Shopping Center. The common areas shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, loading docks, package pick-up stations, washrooms, pedestrian malls, courts, sidewalks and ramps, landscaped areas, exterior stairways, and other areas, improvements, facilities and special services provided by Landlord for the general use, of all tenants of the Shopping Center, and their officers, agents, employees and invitees. With respect to the common areas, Landlord shall have the right from time to time to employ personnel; establish, modify and enforce reasonable rules and regulations; construct, maintain and operate lighting facilities; police the common areas and facilities; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenant, its officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meter or otherwise), with appropriate provisions for free parking ticket validating by Tenant; to close all or

any portion of the common areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to the common areas as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants of the Shopping Center, their employees, invitees and customers.

13.3 License. All common areas and facilities which Tenant may be permitted to use and occupy, shall be used and occupied under a revocable license. If the amount of such areas or facilities be diminished, such diminution shall not be deemed a constructive or actual eviction of Tenant and Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation of diminution or abatement of rent.

13.4 Rules and Regulations. Tenant shall comply with the rules and regulations for the Shopping Center that the Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. The rules and regulations currently in effect upon the date of execution of this Lease are set forth in Exhibit I attached hereto. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants.

SECTION 14 — INSURANCE AND INDEMNITY

14.1 Indemnification.

(a) Generally. Landlord shall not be liable for the loss of or damage to any property (including property of Tenant and others) occurring in or about the Premises from any cause whatsoever. Landlord shall not be liable for injury to any person occurring in or about the Premises except and to the extent that such injury is caused by Landlord's negligence. Except to the extent an injury to any person is caused by Landlord's negligence, Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or suffered, directly or indirectly, by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or other things done or permitted by Tenant in or about the Premises, and Tenant shall further defend, indemnify and hold Landlord harmless from and against any and all claims arising, directly or indirectly, from any breach or default in the performance of any obligation of or to be performed by Tenant under the terms of this Lease, or arising from any act or omission of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such a claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord.

(b) Concurrent Negligence of Landlord and Tenant Relating to Construction, Repair and Maintenance Activities. Notwithstanding Section 14.1(a) above, in the event of the concurrent negligence of Tenant, its agents, employees, sublessees, invitees, licensees or contractors on the one hand, and that of Landlord, its partners, agents, employees or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises or the Shopping Center, Tenant's obligation to indemnify Landlord as set forth in this Section 14.1 shall be limited to the extent of Tenant's negligence, and that of its agents, employees, sublessees, invitees, licensees or contractors, including Tenant's proportional share of costs, and attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

(c) Waiver of Workers' Compensation Immunity. The indemnification obligations contained in this Lease shall not be limited by any workers' compensation, benefits or disability laws, and Tenant hereby waives any immunity that Tenant may have under the Industrial Insurance Act, Title 51 RCW and similar workers' compensation, benefit or disability laws.

14.2 Insurance.

(a) Liability Insurance. Tenant shall, at its own cost and expense, keep and maintain in full force and effect during the Lease Term, a policy of commercial general liability insurance insuring Tenant's activities with respect to the Premises and the Shopping Center against loss, damage or liability for personal injury or death or loss or damage to property with a limit of not less than One Million Dollars ($1,000,000) combined single limit for policies without a general aggregate limit. For such policies with a general aggregate limit, such aggregate limit shall be not less than Two Million Dollars ($2,000,000) and include an endorsement providing that the foregoing limit shall apply per location, including the Premises, and have an occurrence limit not less than One Million Dollars ($1,000,000). In the event Tenant obtains a policy with a general aggregate limit, Tenant shall immediately notify Landlord if claims covered by such policy or policies at any time are made against Tenant which claims exceed fifty percent (50%) or more of the aggregate limit. Notwithstanding

Landlord's Initials _____ Tenant's Initials MR

the foregoing, if during the Lease Term, in Landlord's reasonable judgment, the policy limits required hereunder are no longer adequate to provide reasonable protection to Landlord, Landlord may notify Tenant of such inadequacy and an appropriate level of coverage and Tenant, within thirty (30) days of receiving such a notice, shall obtain such additional amounts of insurance and provide Landlord with satisfactory evidence thereof. Reference may be made to policy amounts required by other landlords for similar space and operations in determining what is reasonable protection hereunder. The insurance required under this Section shall be with companies rated A-VII or better in Best's Insurance Guide. Landlord shall be named as an additional insured. The insurance policy shall bear an endorsement that the policy shall not be canceled or the policy limits reduced by endorsement below the coverage required by this Lease for any reason other than nonpayment of premiums except upon forty-five (45) days' prior written notice to Landlord and only after ten (10) days' prior written notice for non-payment of premiums. Tenant shall deliver to Landlord upon the Commencement Date and from time to time thereafter as requested by Landlord copies of all policies of such insurance or certificates thereof showing Landlord as an additional insured and the applicable policy limits thereof. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease.

(b) Service of Alcoholic Beverages. If Tenant serves, distributes or sells any alcoholic beverages, the insurance to be carried by Tenant pursuant to Section 14.2(a) above shall not exclude liability for violation of any governmental statute, ordinance, regulation or rule pertaining to the sale, gift, distribution or use of any alcoholic beverages, or liability by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or any other person, or which causes or contributes to the intoxication of any persons. Accordingly, the indemnification obligations in Section 14.1 of this Lease shall extend, as well, to damages occurring at locations other than the Premises and resulting from risks insurable by any of the following (i) so-called dram shop liability insurance; (ii) host liquor liability insurance; (iii) liquor legal liability insurance; or (iv) insurance otherwise related to the sale, gift, distribution or use of alcoholic beverages.

(c) Property Insurance. In addition to the insurance required by Sections 14.2(a) and 14.2(b), Tenant shall, at its own cost and expense, keep and maintain in full force and effect during the Lease Term, property insurance covering Tenant's supplies, inventory and other personal property as well as all improvements, additions and modifications to or in the Premises, in an amount equal to one hundred percent (100%) of the replacement cost thereof. The insurance policy shall bear an endorsement that the policy shall not be canceled or the policy limits reduced below the coverage required by this Lease for any reason other than non-payment of premiums, except upon forty-five (45) days' prior written notice to Landlord and only after ten (10) days' prior written notice to Landlord for non-payment of premiums. Tenant shall deliver to Landlord upon the Commencement Date and from time to time thereafter as requested by Landlord copies of all policies of such insurance or certificates thereof.

(d) Failure To Maintain. If Tenant fails or refuses to maintain any insurance required by this Section 14, Landlord, at its discretion, may obtain and maintain insurance for such items and interests to protect Landlord in such amounts as Landlord may determine to be appropriate and any and all premiums paid or payable by Landlord therefor shall be deemed to be additional rent and shall be due on the payment date of the next installment of Rent hereunder. The failure to obtain or maintain any insurance required by this Section 14 shall constitute a material breach of this Lease.

(e) Increase in Insurance Premium. Notwithstanding anything in this Lease to the contrary, Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article, nor conduct any activities or operations, which are or may be prohibited by Landlord's insurance carriers. Tenant shall pay any increase in premiums for property or liability insurance maintained by Landlord resulting from Tenant's use or occupancy of the Premises, whether or not Landlord has consented thereto. In the event of such increased insurance premiums to Landlord, Tenant also shall pay immediately to Landlord an amount equal to any additional premium on the insurance policy or policies that Landlord may carry for its protection against loss resulting from any insured event. In determining whether increased premiums are the result of Tenant's use or occupancy of the Premises, the rates and premiums determined by the organization setting the insurance premiums shall be conclusive evidence of the several items and charges which make up the insurance premiums. Landlord shall deliver bills for such additional amounts to Tenant at such times as Landlord may elect, and Tenant shall immediately pay Landlord therefor.

14.3 Mutual Release and Waiver of Subrogation. Landlord and Tenant hereby mutually release each other from liability, and waive all right of recovery against each other, for any injury, loss or damage to any building, structure, inventory or other tangible property and any revenues, profit and rents to be generated therefrom, whether due to negligence or any other insured cause, if such injury, loss or damage is caused by any of the perils which are covered by a first-party insurance policy benefiting the party suffering such injury, loss or damage, or if such injury, loss or damage was required to be covered by insurance pursuant to this Lease; provided that this Section 14.3 shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant. Landlord and Tenant acknowledge that their current insurance policies, as of the date of this Lease, will not be invalidated. In the future, if avoiding any invalidation can be effected by the payment of money to such insurer, the other party may

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elect to pay such amount to obtain such waiver of subrogation for its benefit. Landlord and Tenant, respectively, shall promptly notify the other if its insurance will be invalidated by the foregoing release and waiver or if any payment is required to avoid such invalidation. Notwithstanding anything to the contrary, this Section shall not apply to any claim by Landlord for any Minimum Rent, Percentage Rent, Adjustments and other charges payable under this Lease. Landlord and Tenant specifically intend, however, that this Section shall apply to any potential claim that could otherwise be made by Landlord for any rents to be paid by other occupants of the Shopping Center or any claim that could potentially be made by Tenant for any lost sales, profits or revenues that could have been generated from or operating expenses related to the Premises or elsewhere.

14.4 Acts of Others. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of third parties or persons occupying space adjoining the Premises or any part of the Premises or any other part of the Shopping Center. In addition, Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or any of its property, from fire; explosion; falling plaster; the breaking, bursting, stoppage or leaking of water, gas, sewer, electrical cables, wires or steam pipes; or from water, rain or other substances leaking or coming from the roof, street, subsurface or from any other place or from dampness or from any similar risks or causes. Landlord shall not be liable for any loss or damage to any person or property sustained by Tenant or any other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Shopping Center, or of any other third parties.

14.5 Provisions Specifically Negotiated. LANDLORD AND TENANT ACKNOWLEDGE BY THEIR EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION, RELEASE AND WAIVER PROVISIONS OF THIS SECTION 14 (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKERS' COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO BY LANDLORD AND TENANT.

SECTION 15 — EMINENT DOMAIN.

15.1 Total Taking. If all the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Minimum Rent, Percentage Rent, Adjustments and other rentals and charges due hereunder shall be paid to that date. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

15.2 Partial Taking. If more than twenty-five percent (25%) of the Floor Area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other common areas of the Shopping Center or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then the Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Minimum Rent, Percentage Rent, Adjustments, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises or common areas are taken by eminent domain and this Lease is terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises and common area to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the Minimum Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking.

15.3 Damages. Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages.

SECTION 16 — TENANT'S DEFAULT.

16.1 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

Landlord's Initials _____ Tenant's Initials MR

(a) Vacating the Premises. The vacating or abandonment of the Premises by Tenant (except in the event of damage or destruction to the Premises which prevents Tenant from conducting any business thereon). An intent to vacate or abandon the Premises shall be deemed to exist if Tenant's business in the Premises remains closed to the public for more than five (5) days.

(b) Failure To Pay Rent. The failure by Tenant to make any payment of Minimum Rent, Adjustments, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after the date such payments are due.

(c) Failure To Perform. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Section 16.1(b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or by the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharge within thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same whichever shall first occur.

(e) Repeated Defaults. Tenant's failure to perform or observe any of Tenant's obligations under the Lease after Tenant has failed to perform or observe any of Tenant's obligations under the Lease at least twice previously (despite the fact Tenant may have cured any such previous failures after notice from Landlord and within the notice period).

16.2 Remedies in Default. *In the event of any such default or breach by Tenant, Landlord may at* any time hereafter, with or without notice of demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Lease. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all past due rents, Adjustments, and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of eighteen percent (18%) per annum; or,

(b) Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover the Minimum Rent, damages from Tenant's breach or default and any other charges and Adjustments as may become due hereunder, and to specifically enforce Tenant's obligations hereunder and obtain injunctive relief from further defaults or breaches; or,

(c) Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Washington, including but not limited to the right to assess against Tenant an amount equal to the attorneys' fees incurred by Landlord in collecting any rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

16.3 Remedies Cumulative-Waiver. It is understood and agreed that the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of or to alter, affect or prejudice any right or remedy which Landlord may have under this Lease or by law or in equity. Neither the acceptance of Minimum or Percentage Rent nor any other acts or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel to forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any time to stop

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Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease, at law or in equity.

16.4 Acceptance of Payment. It is specifically understood and agreed that Landlord's acceptance of any sum, whether as Minimum Rent, Percentage Rent, Adjustments or otherwise, which is less than the amount claimed as due by the Landlord, shall not act as, or be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due, by Landlord.

16.5 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

16.6 Bankruptcy.(a) Assumption of Lease. If Tenant becomes a Debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Code, or a proceeding is filed under Chapter 7 of the Code and is transferred to Chapters 11 or 13 of the Code, the Trustee or Tenant, as Debtor and as Debtor-In-Possession, may not elect to assume this Lease unless, at the time of such assumption, the Trustee or Tenant has:

(1) Cured all defaults under the Lease and paid all sums due and owing under the Lease or provided Landlord with "Adequate Assurance" (as defined below) that: (A) within ten (10) days from the date of such assumption, the Trustee or Tenant will completely pay all sums due and owing under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default or breach of this Lease, including without limitation, Landlord's reasonable costs, expenses, accrued interest, and attorneys' fees incurred as a result of the default or breach; (B) within twenty (20) days from the date of such assumption, the Trustee or Tenant will cure all non-monetary defaults and breaches under this Lease; and (C) the assumption will be subject to all of the provisions of this Lease.

(2) For purposes of this Section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding involving Tenant, at a minimum, "Adequate Assurance" shall mean: (A) the Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises fully stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business in the Premises; (B) the Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Tenant to cure the monetary and/or non-monetary defaults and breaches under this Lease within the time periods set forth above; and (C) the Trustee or Tenant, at the very minimum, shall deposit a sum equal to two (2) months' Minimum Rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

(b) Assignment of Lease. If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this Section for the purpose of assigning Tenant's interest hereunder to any other person or entity, such interest may be assigned only after the Trustee, Tenant or the proposed assignee have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those with respect to Minimum Rent, Percentage Rent and Adjustments, and the use of the Premises by the proposed assignee shall be only as permitted in Section 1.1 above; Landlord and Tenant acknowledging that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assignment. Without limiting the requirements or application of this Section, this Lease shall be considered a lease of real property in a shopping center, as contemplated by 11 U.S.C. Section 365(b)(3).

(c) Adequate Protection. Upon the filing of a petition by or against Tenant under the Code, Tenant, as Debtor and as Debtor-In-Possession, and any Trustee who may be appointed agree to adequately protect Landlord as follows: (1) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by Order of the Bankruptcy Court; (2) to pay all monetary obligations required under this Lease, including without limitation, the payment of Minimum Rent, Percentage Rent, additional rent and Adjustments payable hereunder, which is considered reasonable compensation for the use and occupancy of the Premises; (3) provide Landlord a minimum of thirty (30) days' prior written notice, unless a shorter period is agreed to in writing by the parties, of any proceeding relating to any assumption of this Lease or any intent to abandon the Premises, which abandonment shall be deemed a rejection of this Lease; and (4) to perform to the benefit of Landlord otherwise required under the Code. The failure of Tenant to comply with the above shall result in an automatic rejection of this Lease.

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SECTION 17 — DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises and/or Shopping Center whose name and address shall have heretofore been furnished to Tenant in writing. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until said thirty (30) days have elapsed. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

SECTION 18 — MITIGATION OF DAMAGES.

18.1 General. Notwithstanding anything in Section 16.2 to the contrary, any Minimum Rent, Percentage Rent, additional rent, and Adjustments collected from any subsequent tenant applicable to the unexpired Lease Term of the Lease shall be credited for the account of Tenant, and Landlord shall use reasonable efforts to relet the Premises; provided, however, that nothing contained in this Section 18.1 shall require Landlord to (i) accept any tenant who does not meet Landlord's then current standards for occupancy in the Shopping Center or who is in any way unsatisfactory to Landlord in its sole discretion, (ii) relet the Premises on terms which are not satisfactory to Landlord in its sole discretion, or (iii) give preference to the reletting of the Premises if Landlord has other space available in the Shopping Center.

18.2 Tenant's Right to Damages. Tenant's right to seek damages from Landlord as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

SECTION 19 — RECONSTRUCTION.

19.1 Reconstruction—Insured Loss. In the event the Premises are damaged by fire or other perils covered by the Landlord's insurance, Landlord agrees to forthwith repair the same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. Tenant shall be responsible at its sole cost and expense for repairing or replacing any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the insured cause.

19.2 Uninsured Loss. In the event the Premises are damaged as a result of any cause other than the perils covered by the Landlord's insurance, then Landlord shall (except where the damage or destruction is caused by negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent the destruction be less than ten percent (10%) of the then full replacement cost of the premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided in Section 19.1; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent shall be reduced proportionately, based upon the extent if any, to which such damage substantially interfered with the business carried on by the Tenant in the Premises. Tenant shall at its sole cost and expense, repair and restore any of the Tenant's fixture equipment and leasehold improvements which are damaged or destroyed by the uninsured cause if the Premises are restored.

19.3 No Obligation. Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty-four (24) months of the Term of this Lease or any extension thereof. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

19.4 Partial Destruction of Shopping Center. If fifty percent (50%) or more of the Floor Area of the Shopping Center is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by

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giving Tenant not less than thirty (30) days' prior written notice of Landlord's election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Minimum Rent shall be prorated as of the date of such termination.

SECTION 20 — SUBORDINATION AND ATTORNMENT; MORTGAGEE PROTECTION.

20.1 Subordination-Notice to Mortgagee. At the request of Landlord, Tenant shall promptly execute, acknowledge and deliver, all instruments which may be required to subordinate this Lease to any existing or future mortgages, deed of trust and/or other security documents on or encumbering the Shopping Center or on the leasehold interest held by Landlord, and to any extensions, renewals, or replacements thereof; provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Notwithstanding anything to the contrary in this Lease, Landlord shall not be in default under any provision of this Lease unless written notice specifying such default is given to Landlord and to all persons who have an interest in all or part of the Shopping Center as mortgagees and/or deed of trust beneficiaries, as set forth in the provisions of Section 17.1 above. Tenant further agrees that if Landlord shall have failed to cure or commence the cure such default within the time period allowed under Section 17.1 above, then the mortgagee or deed of trust holder shall have an additional thirty (30) days within which to cure of such default and thereafter diligently pursue such cure to completion including, if necessary to effectuate such cure, the commencement of judicial or non-judicial foreclosure proceedings.

20.2 Tenant's Certificate. Tenant shall at any time and from time to time upon not less than three (3) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) 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), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, and uncured defaults on the part of Landlord or Tenant hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the Lease Term hereof. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Shopping Center of which the Premises are a part.

20.3 Mortgagee Protection Clause. Tenant agrees to give any mortgagees and/or trust deed holders, by registered 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 addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional 30 days within which to cure such default or if such default cannot be cured within that time, then such additional times as may be necessary if within such 30 days 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 affect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

SECTION 21 — ACCESS BY LANDLORD.

"normal business hours" Addendum 6

21.1 Right of Entry. Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any ~~reasonable time~~ to examine the same, and to show them to prospective purchasers or tenants of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein.

21.2 Excavation. If an excavation is made upon property adjacent to the Premises, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall of the Building of which the Premises is a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord for diminution or abatement of rent.

SECTION 22 — SURRENDER OR ABANDONMENT OF PREMISES.

22.1 Surrender of Possession. Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination the Lease Term.

22.2 Holding Over. Any holding over by Tenant after the expiration or termination of the Lease Term hereof, with or without Landlord's consent, shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy;

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provided, that the Minimum Rent for such hold-over period shall be an amount equal to twice the Minimum Rent due for the last month of the Lease Term.

22.3 Abandonment. Tenant agrees not to vacate or abandon the Premises, as defined in Section 16.1(a), at any time during the Lease Term. Should Tenant vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Premises and store the same, the cost of such removal and storage to be charged to the account of Tenant.

22.4 Voluntary Surrender. The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not work a merger, but shall, at the option of Landlord terminate all or any existing subleases or subtenancies, or operate as an assignment to it of any or all such subleases or subtenancies.

SECTION 23 — QUIET ENJOYMENT.

23.1 Landlord Covenant. As long as Tenant is in full compliance with all of the terms, covenants and conditions of this Lease on its part to be performed, and has paid all sums due hereunder, Tenant shall have and quietly enjoy the Premises for the Lease Term set forth herein.

SECTION 24 — AUTHORITY OF PARTIES.

24.1 Corporate Authority. Each individual executing this Lease on behalf of Tenant personally represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms and, if Tenant is a corporation, in accordance with a duly adopted resolution of the board of directors of such corporation, and that such action and execution is in accordance with the bylaws of Tenant. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the board of directors of Tenant authorizing or ratifying the execution of this Lease.

24.2 Limited Partnerships. If Landlord herein is a limited or general partnership, it is understood and agreed that any claims by Tenant against Landlord shall be limited to the assets of the limited or general partnership, and furthermore, Tenant expressly waives any and all rights to proceed against the individual partners, or the officers, directors or shareholders of any corporate partner, except to the extent of their interest in said limited or general partnership.

SECTION 25 — SIGNS.

25.1 General. Tenant shall not place or suffer to be placed on the exterior walls of the Premises or upon the roof or any exterior door or wall or on the exterior or interior of any window thereof any sign, awning, canopy, marquee, advertising matter, decoration, letter or other thing of any kind (exclusive of the signs, if any, which may be provided for in the original construction or improvement plans and specifications approved by the Landlord or Tenant hereunder, and which conform to the Landlord's sign criteria) without the prior written consent of Landlord. Landlord hereby reserves the exclusive right to the use for any purpose whatsoever of the roof and exterior of the walls of the Premises or the building of which the Premises are a part. In the event Tenant shall install any sign which does not meet the Landlord's sign criteria, as set forth in Exhibit G, attached hereto, Landlord shall have the right and authority without liability to Tenant to enter upon the Premises, remove and store the subject sign and repair all damage caused by the removal of the sign. All costs and expenses incurred by Landlord shall be immediately paid by Tenant as additional rent. The Landlord reserves the right to remove the Tenant's sign during any period which Landlord repairs, restores, constructs or renovates the Premises or the Building of which the Premises is a part.

25.2 Tenant's Interior Signs. Except as otherwise herein provided, Tenant shall have the right, at its sole cost and expense, to erect and maintain within the interior of the Premises all signs and advertising matter customary and appropriate in the conduct of Tenant's business; so long as such signage complies with the provisions set forth in Exhibit G, attached herein; provided, however, that Tenant shall upon demand of the Landlord immediately remove any sign, advertisement, decoration, lettering or notice which Tenant has placed or permitted to be placed in, upon or about the Premises and which Landlord deems objectionable or offensive, and if Tenant fails or refuses so to do, the Landlord may enter upon the Premises and remove the same at Tenant's cost and expense. In this connection, Tenant acknowledges that the Premises are a part of an integrated Shopping Center, and agrees that control of all signs by Landlord is essential to the maintenance of uniformity, propriety and the aesthetic values in or pertaining to the Shopping Center.

SECTION 26 — DISPLAYS.. Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises, such as flashing lights, searchlights, loudspeakers, phonographs

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or radio broadcasts, nor to make, or allow to be made, any excessive noise in or around the Premises. It is understood and agreed that no advertisement or sound of advertising shall be heard outside of the Premises. If music or any other audio transmission emanating from within the Premises is objectionable or offensive (in the reasonable judgment of Landlord), Landlord may require Tenant to stop or decrease the volume of such sounds to a reasonable level, as determined by Landlord, and Tenant shall immediately comply therewith.

SECTION 27 — AUCTIONS AND SALES.

Landlord and Tenant acknowledge that Tenant's use of the Premises as a continuing business in compliance with the provisions of this Lease specifically including but not limited to the terms and provisions of Section 5 above is an essential part of the bargained-for consideration of this Lease. Tenant further acknowledges that its failure to comply with the terms of Section 5, including the failure to maintain the business within the Premises as a going concern, will have a material adverse impact on Landlord and the other tenants of the Shopping Center. Therefore, it is an express condition and part of the consideration of the Lease that Tenant shall not conduct or permit to be conducted any sale by auction upon or from the Premises, whether the auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding. No distress sales of any nature may be conducted on the Premises, such as for example but not limited to, "auction," "fire," "bankruptcy," "going out of business," "lost our lease," "moving," "store closing," "smoke (or other casualty) damage," sale. Additional but not exclusive examples of distress sales are discount sales or "entire store" sales taking place within a period of fifteen (15) days. No more than three (3) storewide discount sales of fifty percent (50%) or more of the merchandise in the Premises shall take place within a calendar year. Signs displayed in the Premises, or radio, television, newspaper, or other advertising, of such distress sales to take place at the Premises are prohibited. Signs indicating the store or Premises are for sale, assignment or subletting displayed in or on the Premises are likewise prohibited. The violation of this Section shall be a material breach of this Lease and shall immediately entitle Landlord to the rights and remedies set forth in Section 16.2.

SECTION 28 — MERCHANTS' ASSOCIATION. . If Landlord shall determine that it is in the best interest of the Shopping Center to establish and form a Merchants' Association (hereinafter referred to as the "Association" or the "Merchants' Association") then Tenant shall, throughout the Lease Term and any extension or renewal of the Lease Term of this Lease, become a member of, participate fully in, and remain in good standing in such Merchants' Association and shall comply with the bylaws, rules and regulations of such Association. The objectives of such Association shall be to encourage its members to deal fairly and courteously with their customers, to follow ethical business practices, to assist the business of the tenants by sales promotions and advertising, and in particular to help the interests of the members of said Association. Tenant agrees to contribute and pay to said Association a share of the total expense of the Association computed by multiplying the total expenses of the Association by a fraction, the numerator of which is the gross leasable floor area of the Premises and the denominator of which shall be the gross leasable ground floor area of the Shopping Center occupied by members of the Merchants' Association but in no event shall Tenant's share be less than Fifty Cents ($0.50) per square foot of gross floor area of the Premises per year, such share to be payable in equal monthly installments in advance during the Association's fiscal year for which such contribution is being made. Each member of the Association including the Landlord shall be entitled to one (1) vote in the operation of said Association. The terms hereof shall be deemed to be covenants for the benefit of and enforceable by the Association as and when formed. Landlord shall submit bylaws, rules and regulations of the Merchants' Association. Any subsequent modifications shall be subject to Landlord's approval. Tenant also agrees to pay to the Merchants' Association an initial assessment, in addition to the foregoing, calculated on the basis of Twenty-five Cents ($0.25) per square foot of the gross floor area of the Premises, for the purposes of defraying the promotional and public relations expenses to be incurred by Landlord. Nothing in the bylaws or regulations of said Association shall be in conflict with the provisions of this Lease. For the purposes hereof, the terms "member" or "members" shall mean all tenants, merchants, and occupiers of space in the Shopping Center from time to time who are required by Landlord to be participants in the Association.

SECTION 29 — MISCELLANEOUS.

29.1 Successors or Assigns. All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, subleases, concessionaires, assigns and marital communities, if any, and upon any person or person coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

29.2 Tenant Defined. The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

29.3 Broker's Commission. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except for the Broker(s) set forth in Section 1.1. Tenant agrees to indemnify and hold Landlord harmless from all such liabilities or claims (including, without limitation, attorneys' fees).

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29.4 Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29.5 Recording. Tenant shall not record or file this Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate. However, upon the request of Landlord, both parties shall execute a memorandum or "short form" of this Lease for the purpose of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties the Premises and the Lease Term and shall incorporate this Lease by reference.

29.6 Notices. Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally or if mailed then mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally or if mailed then mailed by registered or certified mail and addressed to Tenant at the address set forth in Section 1.1, and if required by applicable law, to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, or three (3) business days after deposit in the United States mail as set forth above.

29.7 Plats and Riders. Clauses, plats, riders, Exhibits and addendums, if any, affixed to this Lease are incorporated herein by reference.

29.8 Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Minimum or Percentage Rate or any other Adjustment or sum hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such sum.

29.9 Joint Obligation. If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

29.10 Marginal Heading. The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29.11 Time. Time is of the essence of this Lease.

29.12 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord in rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or deed of trust covering the Premises or Shopping Center. Accordingly, if any installment of Minimum Rent, Percentage Rent, Adjustments or any sum due from Tenant shall not be received by Landlord or Landlord's designee on or before the date such sum is due as set forth in Section 4 above, then Tenant shall pay to Landlord a late charge equal to eighteen percent (18%) of the amount past due, but in no event more than the legal maximum on such past due amount, plus any attorneys' fees incurred by Landlord or by reason of Tenant's failure to pay rent and/or other charges when due hereunder. For the purposes hereof the term "past due" shall mean rents or other sums which are due but not received on or before the first of the month. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

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29.13 Inability To Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

29.14 Choice of Law. This Lease shall be governed by the laws of the state of Washington.

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29.15 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other, all the costs incurred by the prevailing party including reasonable attorneys' fees and such costs and reasonable attorneys' fees which the prevailing party incurred on any appeal.

29.16 Competition. During the Lease Term, and any extensions, Tenant shall not directly or indirectly engage in any similar or competing business within a radius of three (3) miles from the property line of the Shopping Center closest to the location of the proposed competing business location; provided, that if Tenant does directly or indirectly engage in any such or similar or competing business within said three (3) mile radius during the Lease Term, or any extensions, then the Gross Sales by Tenant (as defined above) from or on said competing location shall be added to Gross Sales from the Premises for the computation of Percentage Rent due under this Lease.

29.17 Floor Area. For purposes of this Lease, the Floor Area of the Premises shall be calculated from the outermost exterior face of all walls surrounding the Premises (other than walls serving as joint partitions, which shall be measured from the centerline) and shall include the area extending out to the storefront lease line. No deduction shall be made for columns, ventilation shafts, sprinkler risers, roof drains, structural braces, masonry shear walls or ducts. The Floor Area of the Premises shall include all basement, decking, mezzanine and upper floor areas, if any. A joint partition is a demising wall between the Premises any another space leased by Landlord to other tenants at the Shopping Center. With reference to the Shopping Center, the term "Floor Area," as used in this Lease, shall mean all areas in the Shopping Center made available by Landlord and held out for the exclusive use and occupancy by a tenant of Landlord, measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) and from the center of interior demising walls or partitions, and shall include, but not be limited to, rest rooms, mezzanines, warehousing or storage areas, clerical or office areas, and employee areas within the premises of any tenant of Landlord. With reference to the Shopping Center, the term "Floor Area" shall not include areas in the Shopping Center used by operators of kiosks, stands, pushcarts and similar facilities or temporary or seasonal licensees of Landlord.

29.18 Relocation of Tenant. At Landlord's written request, Tenant shall move from the Premises to any other premises and location in the Shopping Center. In the event of such move, the new location and premises shall be substituted for the Premises described above, but all other terms of this Lease shall remain the same, with the exception that the Minimum Rent provided for herein shall be abated during the period that Tenant is closed for business as a result of the move to the new location; provided, that Tenant shall not be moved to premises of substantially less square footage than those herein located, and that Landlord shall bear all actual cash expenses reasonably incurred by Tenant in so moving. It is understood and agreed that Landlord will relocate Tenant only for sound business practices and consideration.

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29.19 Acceptance of Keys. The acceptance of keys to the Premises by the Landlord, its agents, employees, contractors or any other person on Landlord's behalf shall not be deemed or constitute a termination of this Lease unless such termination is evidenced in writing signed by the Landlord.

29.20 Parking. Landlord shall provide parking in full compliance with all applicable codes and ordinances as they pertain to the Shopping Center. Notwithstanding anything in this Section 29.20 to the contrary, the employees, contractors, subcontractors, and agents of Tenant (collectively "Tenant's Personnel") shall not be permitted to park their motor vehicles in the parking area of the Common Area designed for patrons of the Shopping Center. At all times Landlord shall have the right to designate the particular parking areas to be used by employees, and any such designation may be changed from time to time. Tenant and its employees shall park their automobiles only in those portions of the Common Area designated for that purpose by Landlord. Tenant shall comply with any system or procedure developed by Landlord, including but not limited to the use of identification stickers, to identify the automobiles of Tenant's employees. If Tenant or its employees fail to park their automobiles in designated parking areas, then Landlord may charge Tenant a fee in the minimum amount of Ten Dollars ($10.00) per day for each day or partial day per vehicle parked in any areas other than those designated; provided, however, for the first violation during any calendar year for a Tenant or its employee, Landlord will give Tenant written notice and reasonable time during the day the violation occurs to move the vehicle to a permitted parking area and, if the vehicle is promptly moved to a permitted parking area, no fee will be charged. After notice of the first such violation by a Tenant or such employee during each calendar year, no notice of any subsequent violation by the same person shall be required prior to the imposition of any parking fine. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. A Tenant or an employee of a Tenant who is using the facilities of the Shopping Center as a customer during time periods other than the work shift during which the employee is on duty may leave on the dashboard of his or her motor vehicle a legible notice which indicates that such person is

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shopping in the Shopping Center. If Tenant receives a violation notice with respect to the Tenant or an employee who was shopping during a time other than during such employee's work shift and if Tenant or the employee placed the notice on the dashboard as provided above, the fine shall be rescinded if Tenant so notifies Landlord prior to 5:00 p.m. on the next weekday following receipt of the notice of violation. Any vehicle of Tenant or an employee of Tenant parked in the parking areas of the Common Area not designated for employee parking may be removed from the Shopping Center by Landlord or its agent and the expense thereof charged to Tenant. Nothing contained herein shall be deemed to impose liability upon Landlord for personal injury or theft or damage to any motor vehicle or for loss of property from within any motor vehicle, that is suffered by Tenant's employees, customers, service suppliers or other invitees in connection with their use of any parking area.

29.21 Landlord's Consent. Unless otherwise specifically stated herein, whenever Landlord's consent is required, Landlord's consent may be withheld in Landlord's sole subjective discretion.

29.22 Landlord's Liability. Anything in this Lease to the contrary notwithstanding, the covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord, but are made and intended for the purpose of binding only the Landlord's interest in the Premises and the Shopping Center, as the same may from time to time be encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its partners or their respective heirs, legal representatives, successors, and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained. Therefore, in consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord:

(a) The sole and exclusive remedy of Tenant shall be against the Landlord's interest in the Premises and the Shopping Center;

(b) No general or limited partner of Landlord, or any director, officer, agent or employee of any corporation if Landlord, or any general or limited partner of Landlord, is a corporation (collectively, for the purpose of this Section 29.22, referred to as "general or limited partner of Landlord") shall be sued or named as a party in any suit or action, and Landlord shall not assert therein the defense or lack of personal jurisdiction arising out of Tenant's compliance with this Section 29.22;

(c) No general or limited partner of Landlord shall be required to answer or otherwise plead to any service or process;

(d) No judgment will be taken against any general or limited partner of Landlord;

(e) Any judgment taken against any general or limited partner of Landlord may be vacated and set aside at any time nunc pro tunc;

(f) No writ of execution will ever be levied against the asset of Landlord or any general or limited partner of Landlord, other than Landlord's interest in the Premises or the Shopping Center;

(g) These covenants and agreements are enforceable both by Landlord and also by any general or limited partner of Landlord.

29.23 Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises or the Shopping Center, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant agrees to attorn to such transferee.

29.24 No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Shopping Center shall in no way affect this Lease or the obligation of Tenant hereunder nor impose any liability on Landlord.

29.25 Captions. Any section or paragraph titles or captions are for convenience only and shall not be deemed to define, limit or otherwise modify the scope and intent of this Lease or any provision thereof.

29.26 Name. Tenant shall not, without the prior written consent of Landlord, use the name of the building or project for any purpose other than as the address of the Premises, and in any event, Tenant shall not acquire any rights in or to such names.

Landlord's Initials _____ Tenant's Initials _____

29.27 Choice of Law-Venue. This Lease shall be governed by the laws of the State of Washington. The venue for any action to enforce the terms of this Lease or collect any amounts owing by Tenant to Landlord shall be in the Superior Court for Pierce County, Washington.

29.28 Submission of Lease. This Lease shall not bind Landlord in any way until (i) Tenant has executed and delivered at least one original copy of the Lease to Landlord, and (ii) Landlord has executed and delivered at least one fully signed copy to Tenant.

29.29 Prior Agreements. It is understood that there are no oral or written agreements or representations between Landlord and Tenant affecting this Lease and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all mutually-executed, written amendments thereto, is and shall be considered to be the only agreement between Landlord and Tenant and their representatives and agents. All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease. There are no other representations, covenants or warranties between Landlord and Tenant and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. Although the printed provisions of this Lease were drawn by Landlord, Landlord and Tenant agree that this circumstance shall not create any presumption, canon of construction, or implication favoring the position of either Landlord or Tenant. Landlord and Tenant agree that the interlineation, obliteration or deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction, or implication, including, without limitation, any implication that Landlord or Tenant intended thereby to state the converse, obverse or opposite of the deleted language. This Lease shall be read as if the obliterated or deleted language had never existed and the interlineated language had always existed.

[Remainder of this page left intentionally blank.]

Landlord's Initials _____ Tenant's Initials MC

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD

SOUTH HILL CENTER, LLC
a California limited liability company

By: SOUTH HILL CENTER MANAGEMENT, LLC, a Delaware limited liability company, Manager

By: _____
Ruben Poplawski, Manager

TIGARD-SOUTH HILL, LLC
a California limited liability company

By: TIGARD-SOUTH HILL MANAGEMENT, LLC, a Delaware limited liability company, Manager

By: _____
Ruben Poplawski, Manager

TENANT

ORECK HOMECARE, LLC
a Delaware limited liability company
d/b/a Oreck Floor Care Centers

By: MIKE EIERMANN
Title: MANAGER

Landlord's Initials _____ Tenant's Initials MC

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 24 day of February, 2002, before me, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared RUBEN POPLAWSKI, to me known to be the Manager for SOUTH HILL CENTER MANAGEMENT, LLC, a Delaware limited liability company, named in and which executed the foregoing instrument; and he acknowledged to me that he signed the same as the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, being authorized so to do.

WITNESS my hand and official seal the day and year in this certificate above written.

(SEAL)

GINA BOYLE
Commission # 1252000
Notary Public - California
Los Angeles County
My Comm. Expires Jan 28, 2004

Gina Boyle
Type Notary Name: Gina Boyle
Notary Public in and for the State of
California, residing at Los Angeles.
My commission expires 1-28-2004.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 24 day of February, 2002, before me, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared RUBEN POPLAWSKI, to me known to be the Manager for TIGARD-SOUTH HILL MANAGEMENT, LLC, a Delaware limited liability company, named in and which executed the foregoing instrument; and he acknowledged to me that he signed the same as the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, being authorized so to do.

WITNESS my hand and official seal the day and year in this certificate above written.

GINA BOYLE
Commission # 1252000
Notary Public - California
Los Angeles County
My Comm. Expires Jan 28, 2004

Gina Boyle
Type Notary Name:
Notary Public in and for the State of
California, residing at Los Angeles
My commission expires 1-28-2004.

Landlord's Initials _____ Tenant's Initials MC

STATE OF Louisiana)
) ss:
COUNTY OF Jefferson)

On this 4th day of February, 2003, before me, a Notary Public in and for the State of Louisiana, duly commissioned and sworn, personally appeared Mike Giermann, to me known to be the Sole Member for Oreck HomeCare, LLC, a Delaware limited liability company, named in and which executed the foregoing instrument; and she/he acknowledged to me that she/he signed the same as the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, being authorized so to do.

WITNESS my hand and official seal the day and year in this certificate above written.

Typed Notary Name: JACQUES L. MCARON
Notary Public in and for the State of
Louisiana, residing at New Orleans.
My commission expires upon death.

(SEAL)

Landlord's Initials _____ Tenant's Initials MC

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

Revised Parcel A as per City of Puyallup Boundary Line Adjustment No. 00-84-018, Recording No. 200011295002, in Pierce County, State of Washington.

PARCEL A-1

A non-exclusive easement for ingress and egress created by instrument recorded December 27, 1979 under Recording No. 2965920, and amended by instruments recorded January 16, 1980, January 13, 1982 and February 25, 1982 under Auditor's Nos. 2967940, 8201130218 and 8202250248, in Pierce County, Washington.

PARCEL A-2:

A non-exclusive easement for ingress and egress created by instrument recorded under Recording No. 9405190247, in Pierce County, Washington.

PARCEL B:

Revised Parcel B as per City of Puyallup Boundary Line Adjustment No. 00-84-018, Recording No. 200011295002, in Pierce County, State of Washington.

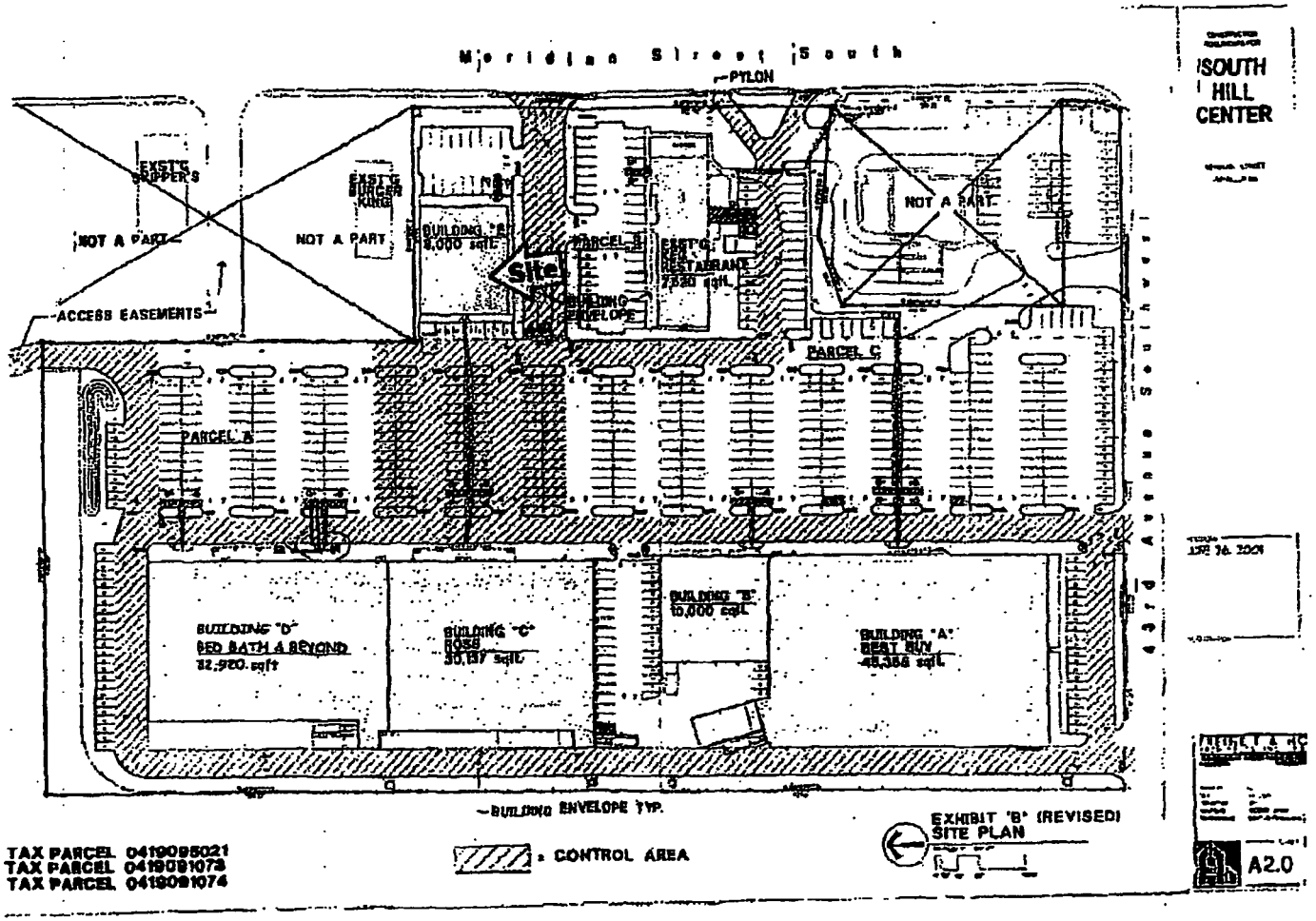
PARCEL C:

Revised Parcel C as per City of Puyallup Boundary Line Adjustment No. 00-84-018, Recording No. 200011295002, in Pierce County, State of Washington.

Landlord's Initials _____ Tenant's Initials MC

EXHIBIT B

SITE PLAN OF THE SHOPPING CENTER



Tenant's Initials

Landlord's Initials

EXHIBIT B

SITE PLAN OF THE SHOPPING CENTER

EXHIBIT C

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Description of Landlord's Work:

The work to be done by Landlord shall be limited to the following:

1. The Premises shall be delivered to Tenant in accordance with then-current building standards in a shell condition with one (1) restroom that shall be compliant with then-current ADA regulations.

2. Upon delivery of the Premises to Tenant, the existing electrical, plumbing, heating (collectively, the "Systems") and air conditioning ("HVAC") shall be in good working condition.

If, during the first ninety (90) days from the Commencement Date ("System Repair Period"), one of the Systems should not be in good working condition, and such failure is not due to Tenant's, its agents, employees or contractors acts or omissions, Landlord shall, after receipt of written notice from Tenant setting forth with specificity the nature and extent of such failure, rectify the same at Landlord's expense; provided, that, such notice from Tenant was received by Landlord on or before the expiration of the System Repair Period.

If, during the first twelve (12) months from the Commencement Date ("HVAC Repair Period"), the HVAC should not be in good working condition (normal wear and tear excepted), and such failure is not due to Tenant's, its agents, employees or contractors acts or omissions, Landlord shall, after its receipt of written notice from Tenant setting forth with specificity the nature and extent of such failure, rectify the same at Landlord's expense; provided, that, such notice from Tenant was received by Landlord on or before the expiration of the HVAC Repair Period.

Description of Tenant's Work:

Except as provided under Description of Landlord's Work, all work in the Premises shall be provided by or for Tenant at Tenant's sole cost and expense.

Tenant's Work shall include, but not be limited to, the following:

1. Any special or decorative lighting including any additional service panel capacity that may be required as a result.

2. Special furred, covered or dropped ceiling area.

3. Furnishing and installation of exterior sign including electrical connection, the size and location of which shall be in accordance with specifications as provided by Landlord. See attached Exhibit G Sign Criteria.

4. All interior painting and partitions and doors.

5. If Landlord performs any of Tenant's work, then the cost of said work shall be paid in the following manner. Fifty (50%) percent prior to commencement of construction and the balance immediately following completion and Landlord providing Tenant with proof of lien waivers for such work. Payment is expected 30 days after receipt of invoice. The entire payment of the invoice must be received by Landlord within 30 days of invoice date, failing which interest will accrue on the balance outstanding at the rate of twelve percent (12%) per annum from the date of invoice. Pro rata share of general contractor's fee and general conditions.

6. Coordinate and initiate utility accounts respective to Tenant's space, including, but not limited to electric, telephone, and gas.

7. As provided above, Tenant shall provide Landlord two (2) copies and one (1) sepia of the Tenant Plans and any revisions to Tenant Plans.

Within thirty (30) business days of the parties' mutual execution of this Lease, Tenant agrees to submit to Landlord two (2) sets and (1) sepia of full dimensioned 1/8 inch scale or larger preliminary drawings plus specifications prepared by Tenant's architect or designed at Tenant's expense if Landlord's architect is used, which drawings shall indicate the specific requirement of Tenant's space showing clearly Tenant's Work, including, but not limited to, the storefront, interior partitions, colors, materials, trade fixture plans, lighting and electrical outlets all in conformity with the provisions of this Exhibit C (the "Tenant Plans"). The Tenant Plans

Landlord's Initials _____ Tenant's Initials MAE

EXHIBIT C

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Description of Landlord's Work:

The work to be done by Landlord shall be limited to the following:

1. The Premises shall be delivered to Tenant in accordance with then-current building standards in a shell condition with one (1) restroom that shall be compliant with then-current ADA regulations.

2. Upon delivery of the Premises to Tenant, the existing electrical, plumbing, heating (collectively, the "Systems") and air conditioning ("HVAC") shall be in good working condition.

If, during the first ninety (90) days from the Commencement Date ("System Repair Period"), one of the Systems should not be in good working condition, and such failure is not due to Tenant's, its agents, employees or contractors acts or omissions, Landlord shall, after receipt of written notice from Tenant setting forth with specificity the nature and extent of such failure, rectify the same at Landlord's expense; provided, that, such notice from Tenant was received by Landlord on or before the expiration of the System Repair Period.

If, during the first twelve (12) months from the Commencement Date ("HVAC Repair Period"), the HVAC should not be in good working condition (normal wear and tear excepted), and such failure is not due to Tenant's, its agents, employees or contractors acts or omissions, Landlord shall, after its receipt of written notice from Tenant setting forth with specificity the nature and extent of such failure, rectify the same at Landlord's expense; provided, that, such notice from Tenant was received by Landlord on or before the expiration of the HVAC Repair Period.

Description of Tenant's Work:

Except as provided under Description of Landlord's Work, all work in the Premises shall be provided by or for Tenant at Tenant's sole cost and expense.

Tenant's Work shall include, but not be limited to, the following:

1. Any special or decorative lighting including any additional service panel capacity that may be required as a result.

2. Special furred, covered or dropped ceiling area.

3. Furnishing and installation of exterior sign including electrical connection, the size and location of which shall be in accordance with specifications as provided by Landlord. See attached Exhibit G Sign Criteria.

4. All interior painting and partitions and doors.

5. If Landlord performs any of Tenant's work, then the cost of said work shall be paid in the following manner. Fifty (50%) percent prior to commencement of construction and the balance immediately following completion and Landlord providing Tenant with proof of lien waivers for such work. Payment is expected 30 days after receipt of invoice. The entire payment of the invoice must be received by Landlord within 30 days of invoice date, failing which interest will accrue on the balance outstanding at the rate of twelve percent (12%) per annum from the date of invoice. Pro rata share of general contractor's fee and general conditions.

6. Coordinate and initiate utility accounts respective to Tenant's space, including, but not limited to electric, telephone, and gas.

7. As provided above, Tenant shall provide Landlord two (2) copies and one (1) sepia of the Tenant Plans and any revisions to Tenant Plans.

Within thirty (30) business days of the parties' mutual execution of this Lease, Tenant agrees to submit to Landlord two (2) sets and (1) sepia of full dimensioned 1/8 inch scale or larger preliminary drawings plus specifications prepared by Tenant's architect or designed at Tenant's expense if Landlord's architect is used, which drawings shall indicate the specific requirement of Tenant's space showing clearly Tenant's Work, including, but not limited to, the storefront, interior partitions, colors, materials, trade fixture plans, lighting and electrical outlets all in conformity with the provisions of this Exhibit C (the "Tenant Plans"). The Tenant Plans

Landlord's Initials _____ Tenant's Initials _____

shall be subject to Landlord's prior written approval, which approval may not be unreasonably withheld, conditioned or delayed. If Landlord disapproves of any of the Tenant Plans, Landlord shall advise Tenant in reasonable detail of the required revisions and the reasons therefore. After being so advised by Landlord, Tenant shall promptly submit a redesign, incorporating the revisions required by Landlord, for Landlord's approval. This procedure shall be repeated until Landlord has approved the Tenant Plans. After approval by Landlord of the Tenant Plans, any changes to the Tenant Plans must be approved by Landlord in accordance with this procedure. The approval by Landlord or Landlord's agent of any drawings, plans or of Tenant's Work shall not constitute an implication, representation or certification by Landlord or Landlord's agent that the Tenant Plans or Tenant's Work is accurate, sufficient, efficient or in compliance with insurance and indemnity requirements, or any applicable laws, the responsibility for which belongs solely to Tenant. Landlord's approval of any plans or specifications shall not be deemed or considered to be an express or implied waiver of any requirement or restriction set forth in the Lease, unless specifically acknowledged by Landlord in writing.

Tenant Improvement Allowance:

Within thirty (30) business days of Tenant's opening for business and Tenant providing Landlord with documentation reasonably detailing the cost of Tenant's Work and proof of lien waivers for such work, Landlord agrees to reimburse Tenant for costs reasonably incurred by Tenant in an amount not to exceed $15,000.00.

Landlord's Initials _____ Tenant's Initials _____

EXHIBIT D

[INTENTIONALLY OMITTED]

Landlord's Initials _____ Tenant's Initials MK _____

EXHIBIT E

OPTION TO EXTEND

Option to Extend. Tenant is granted the option to extend the term of this Lease beyond the expiration of the initial Lease Term for one (1) sixty (60) month period (hereinafter referred to as an "Extended Term") on all the provisions contained in the Lease except for the Minimum Rent. The conditions which must be met for Tenant to exercise the Extended Term are as follows:

(a) Tenant shall not be in default on the date of notice.

(b) Tenant shall not be in default on the date the Extended Term is to commence.

(c) Tenant has fully and faithfully performed all of the covenants, conditions and terms of this Lease at all times.

(d) Tenant shall deliver to Landlord written notice ("Election Notice") of Tenant's election to exercise the option to extend at least six (6) months but not more than nine (9) months before the expiration of the then current Term.

(e) Tenant agrees to update the store's interior finishes, storefront, and signage. Tenant shall submit plans for Landlord's approval prior to commencement of work. Work shall be completed on or before commencement of Extended Term.

(f) If, in Landlord's reasonable judgment, Tenant's insurance policy limits are not adequate to provide reasonable protection to Landlord, Tenant agrees to obtain such additional amounts of insurance and provide Landlord with satisfactory evidence thereof.

(g) Tenant agrees to increase the amount of its security deposit under the Lease to an amount not greater than $100.00 of the Minimum Rent due for the final month of the Extended Term.

If Tenant fails to satisfy or comply with any or all of the above conditions, then the option to extend shall be void and of no force of effect. If Tenant satisfies and complies with all of such conditions and elects to exercise the option to extend, the Minimum Rent for the Extended Term shall as follows:

Portion of Term	Monthly Minimum Rent Due
Extended Term (months 61 – 120)	$3,875.00; Adjustments

Landlord's Initials _____ Tenant's Initials WC

EXHIBIT F

GUARANTEE OF LEASE

[INTENTIONALLY OMITTED]

Landlord's Initials _____ Tenant's Initials NC

Addendum 10

EXHIBIT G

SIGN CRITERIA

A. EXTERIOR BUILDING SIGN

1. Tenant building signs shall conform to local code ordinances and bear the U.L. label.

2. Tenant shall obtain a sign permit prior to installation.

3. Two copies of Tenant's sign layout shall be submitted to Landlord for approval before fabrication, indicating colors, exact placement of sign on the building, dimensions of sign and details of construction.

4. A Landlord approved drawing is required prior to installation. Signs built without approval or contrary to Landlord corrections will be altered to conform to such requirements at Tenant's expense.

5. No flashing or animated signs will be permitted.

6. No projections of the exterior building sign above or below the sign band will be permitted.

7. All ballast(s) shall be concealed and no exposed electrical tubing or "Crossover" will be permitted. No exposed raceways will be permitted.

8. Sign location shall be centered on Tenant storefront sign band and within seventy five percent (75%) maximum of Tenant's storefront lineal footage.

9. Signs are to be internally illuminated. Design shall be "Channel" or "Pan Channel" lettering with plastic face inserts. Any and all exposed metal framing shall be an anodized dark bronze finish.

10. One sign per Tenant sign band area will be permitted

11. Symbols, lettering style, spacing and colors are subject to written approval of Landlord.

12. No sign maker's label or other identification will be permitted on the exposed surface of the sign except those required by local ordinance which shall be placed in an inconspicuous location.

13. All signs shall be in English only.

B. INTERIOR WINDOW SIGN FOR SPECIFYING HOURS OF OPERATION AND EMERGENCY PHONE NUMBERS (STOREFRONT)

1. Tenant may apply limited lettering to door or window area adjacent to door, to specify hours of operation and emergency phone numbers.

2. Lettering area shall be limited to 240 square inches.

3. Individual letters shall be a maximum of 2" in height.

4. Lettering shall in a style and color approved by Landlord.

5. Window painting shall not be allowed.

C. NEON WINDOW SIGNAGE

1. No flashing, animated or electronic reader board signs shall be allowed.

2. Tenant shall be permitted to install a neon sign with the term "Open" on the interiors of the windows.

Landlord's Initials _____ Tenant's Initials BME

D. INSTALLATION

Installation and maintenance of all Tenant signs shall be at Tenant's sole cost and expense and shall be installed in a manner approved in writing by Landlord. Tenant shall be fully responsible for the operations of the Tenant's sign contractor.

E. EXCEPTIONS

No exceptions shall be permitted without specific written approval of the Landlord.

Landlord's Initials _____ Tenant's Initials _____

EXHIBIT H

PROHIBITED USES AND EXISTING EXCLUSIVE USES

Prohibited Uses:

As used in this Lease, the term "Prohibited Uses" shall mean any of the following uses:

(1) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;

(2) Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(3) Any "second hand" store, "surplus" store;

(4) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(5) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(6) Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our lease sale or similarly advertised event;

(7) Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted, so long as its on-site premises are located more than 150 feet away from any anchor tenant);

(8) Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;

(9) Any bowling alley or skating rink;

(10) Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;

(11) Any living quarters, sleeping apartments, or lodging rooms;

(12) Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);

(13) Any mortuary or funeral home;

(14) Any "Pornographic Use", which shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto; the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "Pornographic Use" hereunder; or massage parlor;

(15) Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

Landlord's Initials _____ Tenant's Initials WC

(16) Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption (except as incidental to a family-oriented, sit-down restaurant such as TGI Fridays, Red Lobster, and Bennigans, to the extent permitted hereunder);

(17) Any catering or banquet hall;

(18) Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;

(19) Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center;

(20) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar device; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental-sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;

(21) Any unlawful use;

(22) Any pawn shop, gun shop, or tattoo parlor;

(23) Any church or other place of religious worship;

(24) Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility, provided, however, that the installation of electronic equipment into cars (e.g., car stereos and security devices) shall be permitted within another tenant's premises;

(25) Any carnival, amusement park or circus;

(26) Any medical clinics or medical offices;

(27) Any supermarket operating within 250 feet of any anchor tenant;

(28) Any office use, other than: (x) office space used in connection with and ancillary to a permitted retail use hereunder; and (y) retail offices providing services commonly found in similar first-class shopping centers in the Seattle, Washington metropolitan area (for example, financial services, real estate brokerage, insurance agency, banking, travel agency), provided that such uses are located at least 250 feet away from any anchor tenant, and not more than five thousand (5,000) square feet of Floor Area in the Shopping Center, in the aggregate, shall be devoted to such uses;

(29) hotel/motel;

(30) daycare center;

(31) veterinary office, except as may be incidental to a full-time pet and pet supply store operating in at least 15,000 square feet of Floor Area; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas and will promptly remove any "dog dirt" from the Common Areas;

(32) children's entertainment or activity facility (such as "Discovery Zone" or "Chuck E. Cheese's");

(33) karate center;

(34) movie theater;

(35) restaurant serving meals for on- or off-premises consumption, except for the existing Keg's restaurant or another restaurant in such location at least comparable in quality to that of Keg's; or

(36) health spa, exercise facility or similar type business.

Landlord's Initials _____ Tenant's Initials MC

Existing Exclusive Uses:

Ross Dress for Less Exclusive:

Without the prior written consent of Ross Dress for Less, no tenant or occupant of the Shopping Center (other than Ross Dress for Less) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant to use, two thousand five hundred (2,500) square feet or more of its premises for an Off-Price Use. "Off-Price Use", for the purpose hereof, shall mean the display and/or sale of soft goods merchandise items including, but not limited to, men's, women's and children's apparel, shoes and accessories, together with jewelry and cosmetics, domestics and linens, housewares, art, pictures, posters, frames, artificial floral, office supplies, sporting goods, furniture and lamps, window and floor coverings, electronics, videos, books, toys, party goods, pet supplies, luggage, packaged foods, and such other items as are sold in Ross's similarly merchandised stores, on an everyday basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price.

Best Buy Exclusive:

Landlord shall not permit any person or entity, other than Best Buy, in space leased directly or indirectly from Landlord within a radius of one (1) mile of the Shopping Center, to sell, rent, service and/or warehouse (and, if applicable, install in motor vehicles) the following product categories: electronic equipment or appliances (including, without limitation, televisions, stereos, and video recorders); major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers); personal computers and peripherals; computer software; car radios, stereos, tape decks or phones; entertainment software, including compact discs, music videos and pre-recorded tapes; telephones, telecopy, facsimile and photocopy machines; photographic cameras or equipment; office equipment, supplies or furniture; books and magazines, sporting equipment and related items; toys; any substitutes for or items which are a technological evolution of the foregoing items; or any other related items carried in a majority of Tenant's stores, without Tenant's prior written consent, which may be granted or withheld in Tenant's sole and absolute discretion.

Best Buy has consented to Oreck HomeCare, LLC's permitted use set forth in Section 1 of this Lease.

Bed Bath & Beyond Exclusive:

Landlord shall not permit any person or entity (other than Bed Bath & Beyond) to sell any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items; (c) housewares; (d) frames and wall art; (e) window treatments; and/or (f) closet, shelving and storage items (which items, whether singly or in any combination, are hereinafter referred to as the "Exclusive Items"). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such sales, rental and/or distribution area) not to exceed the lesser of (x) five percent (5%) of the Floor Area of such tenant's or subtenant's premises, or (y) two thousand (2000) square feet of Floor Area within such tenant's or subtenant's premises.

Starbucks Exclusive:

Landlord shall not sell or permit any party, other than Starbucks, to sell on the Property (a) wholly or freshly ground coffee beans, (b) gourmet, brand-identified brewed coffee, or (c) espresso or espresso-based coffee drinks. Except that other tenants may sell brewed coffee as an incidental portion of their business. Incidental for purposes of Starbucks' exclusive only means that sales of competing products do not collectively amount to more than five percent (5%) of the tenant's sales and tenant does not devote more than five percent (5%) of its retail display area or overall floor area to the presentation or preparation of those products.

Sleep Country USA Exclusive:

During the term of the Sleep Country lease, and so long as Sleep Country is using its premises for the retail sale of mattresses, box springs, bed frames, adjustable beds, futons, sofas and sofa sleepers, Landlord will not lease any space to a proposed occupant who would sell such items in more than ten percent (10%) of the floor area of such location.

Landlord's Initials _____ Tenant's Initials HAE

EXHIBIT I

SHOPPING CENTER RULES & REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

The Tenant, in the use of common and parking areas, agrees to comply with such reasonable rules and regulations for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the restricting of employees parking to a limited, designated area or areas. The following rules and regulations are now in effect:

1. The restricting of employee parking to a limited designated area or areas.

2. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.

3. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.

4. All garbage and refuse shall be kept on the kind of container specified by Landlord and shall be placed outside of the Lease Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

5. No radio or television or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

6. No loud speakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior consent of Landlord.

7. If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing water in pipes and fixtures.

8. The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction of merchandise in such areas.

9. The plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall have caused.

10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

11. Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises of the Shopping Center.

12. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the Shopping Center of their officers, employees, agents, servants, customers, or invitees.

13. Tenant shall not allow for the care of small children within the Premises.

Landlord's Initials _____ Tenant's Initials _____

WRI-URS SOUTH HILL, LLC

POST OFFICE BOX 924133
HOUSTON, TEXAS 77292-4133
MAIN: (713) 866-6000 ♦ TOLL FREE: (800) 688-8865

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

November 14, 2006

Oreck HomeCare LLC
4102 South Meridian, Suite E-3
Puyallup, WA 98373

RE: Oreck Floor Care Centers at South Hill Center, Puyallup, Washington

Dear Tenant:

You are hereby notified that as of the date hereof, **South Hill Center, LLC and Tigard-South Hill, LLC,** each a California limited liability company (the "Former Owner"), transferred, assigned, sold and conveyed all of its interest in the referenced retail shopping center to **WRI-URS South Hill, LLC**, a Delaware limited liability company (the "New Owner"). Effective as of the date above, all lease payments and other charges due under your lease (including any past due rent payments) are to be paid to the New Owner at the following address:

WRI-URS SOUTH HILL, LLC
C/O WEINGARTEN REALTY INVESTORS
P. O. BOX 924133
HOUSTON, TX 77292-4133

The on-site management of the property will be handled by Weingarten Realty Investors. Any notices relating to operational matters at the shopping center should be sent to Weingarten Realty Investors, P. O. Box 924133, Houston, Texas 77292-4133, Attention: Property Management.

All legal notices to the Landlord should be sent to Weingarten Realty Investors, P. O. Box 924133, Houston, Texas 77292-4133, Attention: General Counsel.

The New Owner acknowledges that it is now responsible for your security deposit, in the amount of $0.00.

If under your present lease agreement you are required to furnish a certificate of liability insurance to the landlord, please obtain such certificate promptly, naming WRI-URS South Hill, LLC and Weingarten Realty Investors as insureds, and send the required certificates to Weingarten Realty Investors at the above address.

Sincerely,

WRI-URS SOUTH HILL, LLC,
a Delaware limited liability company

By: WEINGARTEN REALTY INVESTORS,
a Texas real estate investment trust,
it's Manager

By: M Candace DuFour

Name: M. Candace Dufour
Title: Sr. Vice President

"New Owner"

SOUTH HILL CENTER, LLC AND
TIGARD-SOUTH HILL, LLC,
each a California limited liability company

By: _____
Ruben Poplawski
Manager of each of the entities
set forth above

"Former Owner"

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:13-bk-04006 Oreck Corporation

Judge: Keith M Lundin **Chapter:** 11
Office: Nashville **Last Date to file claims:** 09/13/2013
Trustee: **Last Date to file (Govt):**

Creditor: (5173157) WRI-URS South Hill, LLC c/o Weingarten Realty Investors 2600 Citadel Plaza Drive, Suite 125 Houston, TX 77008 Attn: Jenny Hyun, Esq.	**Claim No: 252** *Original Filed Date:* 09/12/2013 *Original Entered Date:* 09/12/2013 *Last Amendment Filed:* 09/12/2013 *Last Amendment Entered:* 09/12/2013	*Status:* *Filed by:* CR *Entered by:* LISA SEABRON *Modified:*

Amount claimed: $1.00

History:

Details	252-1	09/12/2013	Claim #252 filed by WRI-URS South Hill, LLC, Amount claimed: $1.00 (SEABRON, LISA)
Details	252-2	09/12/2013	Amended Claim #252 filed by WRI-URS South Hill, LLC, Amount claimed: $1.00 (SEABRON, LISA)

Description:
Remarks:

Claims Register Summary

Case Name: Oreck Corporation
Case Number: 3:13-bk-04006
Chapter: 11
Date Filed: 05/06/2013
Total Number Of Claims: 1

Total Amount Claimed*	$1.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		