UNITED STATES BANKRUPTCY COURT
[redacted]

PROOF OF CLAIM

In re	Case Number
Sofa Express, Inc	**07-09024**

FILED

APR 10 2008

BMC

Sofa Express Inc

00402

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

THIS SPACE IS FOR COURT USE ONLY

NOTE See Reverse for List of Debtors/Case Numbers/ important details This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

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

☐ Check box if you have never received any notices from the bankruptcy court or BMC Group in this case

☐ Check box if this address differs from the address on the envelope sent to you by the court

Name of Creditor and Address

Evansville Pavilion, LLC
c/o Friedman Schuman Applebaum Nemeroff &
Attn Allen B. Dubroff, Esquire
7848 Old York Road, Suite 200
Elkins Park, PA 19027
215-635-7200

Creditor Telephone Number (215 - 635-7200

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

Same

☐ Check this box if you are the debtor or trustee in this case

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated ____ claim number (see reverse) ____

Payment Telephone Number ( )

1 AMOUNT OF CLAIM AS OF DATE CASE FILED $42,175.52

If all or part of your claim is secured complete item 4c below however if all of your claim is unsecured do not complete item 4

If all or part of your claim is entitled to priority complete item 4b

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges

2 BASIS FOR CLAIM

(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor ____

3a Debtor may have scheduled account as ____

(See instruction #3 on reverse side)

4 CLASSIFICATION OF CLAIM

4a UNSECURED NONPRIORITY CLAIM

Total unsecured nonpriority claim $ ____ **DO NOT** include the priority portion of your unsecured claim here

4b UNSECURED PRIORITY CLAIM

☐ Check this box ONLY if you have an unsecured claim all or part of which is entitled to priority

Total unsecured priority claim $ ____ Include **ONLY** the priority portion of your unsecured claim here

You MUST specify the priority of the claim

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

☐ Wages salaries or commissions (up to $10 950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor s business 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 $2 425 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) (____)

** Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

4c SECURED CLAIM (See instruction #4c on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Total secured claim $ ____ **DO NOT** include the priority or unsecured portion of your claim here

Nature of property or right of setoff

☐ Real Estate ☐ Motor Vehicle

☐ Other ____

Value of Property $ ____

Amount of arrearage and other charges at time case filed included in secured claim if any $ ____

5 CREDITS The amount of all payments on this claim has been credited for the purpose of making this proof of claim

6 SUPPORTING DOCUMENTS *Attach redacted copies of supporting documents,* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and redacted copies of evidence of perfection of lien If the documents are not available explain If the documents are voluminous attach a summary (See definition of redacted on reverse side)

7 DATE-STAMPED COPY DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received no later than a) April 15, 2008 for Non-Governmental Claimants OR b) June 3, 2008 for Governmental Units

THIS SPACE FOR COURT USE ONLY

BY MAIL TO
Sofa Express Inc
c/o BMC Group
PO Box 1042
El Segundo CA 90245-1042

BY HAND OR OVERNIGHT DELIVERY TO
Sofa Express Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo CA 90245

DATE

4/9/08

SIGNATURE The person filing this claim must sign it Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney if any

ABDubroff

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

EXHIBIT "A" – GENERAL

SOFA EXPRESS, INC.

Invoice 3-26-08	#38327	Prior Yr CAM	14	$1678 82
Invoice 3-26-08	#38426	Escrow	14	$3090.27
Invoice 3-26-08	#38499	Prior Yr. Base Rent	14	$22,560 42
Invoice 3-26-08	#38632	Prior Yr CAM	14	$174.91
Invoice 3-26-08	#38633	Prior Yr R/E Tax Rec	14	$14,671 10
Total				$42,175 52

AMENDMENT ONE TO THE
LEASE AGREEMENT FOR THE EVANSVILLE PAVILION

AMENDMENT ONE TO THE LEASE AGREEMENT FOR THE EVANSVILLE PAVILION dated August 19 2003 between Evansville Pavilion LLC (Landlord) and Sofa Express Inc (Tenant")

Preliminary Statement

A Landlord and Tenant entered into the Lease Agreement For The Evansville Pavilion dated August 7, 2003 (the "Lease")

B The parties wish to amend certain provisions of the Lease

Amendment

It is agreed and the Lease is hereby amended, as follows

1 Section 2 01 is deleted and replaced with the following

'Section 2 01 Term The term of this Lease shall be for the period specified in Part F of the Basic Lease Provisions ("Original Term") The Delivery Date shall be the date on which Landlord shall give notice to Tenant that the improvements, if any, to be constructed by Landlord as provided in Section 2 02 are substantially completed and the Leased Premises are ready for Tenant to commence Tenant's Leasehold Improvements [as defined in Section 2 02(b)] The Rental Commencement Date shall be the earlier of (i) ninety (90) days after the Delivery Date or (ii) the date on which Tenant opens the Leased Premises for business As used in this Lease, the term "Lease Year" shall mean a calendar year, the first Lease Year commencing on the first day of January following the Rental Commencement Date and each succeeding Lease Year commencing on the anniversary of the first Lease Year A "Fractional Lease Year" is defined to mean the period of the Lease Term preceding the first Lease Year and following the last Lease Year, whether the Lease expires by its terms or otherwise Prior to the exercise by Tenant of any Option, the term "Lease Term" shall mean the Original Term, after the exercise by Tenant of any option to extend the Original Term, the term "Lease Term" shall mean the Original Term as it may be extended Notwithstanding the foregoing, Tenant shall be entitled to forty-five (45) days of free Minimum Monthly Rent and Additional Rent in the event Tenant opens for business in the Leased Premises with ninety (90) days following the Delivery Date In the event Tenant opens for business in the Leased Premises within thirty (30) days following the Delivery Date, Tenant shall be entitled to seventy-five (75) days of free Minimum Monthly Rent and Additional Rent "

2 Section 5 05 is deleted and replaced with the following

"Section 5 05 Consent as to Other Signage Any Signage in or on the Leased Premises which may be visible from the exterior of the Leased Premises shall be first approved in writing by Landlord and the size, color, location and method of installation of same shall be as approved by Landlord, which said approval shall not be unreasonably withheld or delayed Notwithstanding the foregoing, Tenant may, at its reasonable discretion, utilize temporary

signage, banners, etc announcing the ' grand opening" or similar announcement, subject to local jurisdictional requirements and subject to location(s) mutually acceptable to Landlord and Tenant Such temporary signage may not be in place for a period time in excess of sixty (60) days '

3 Except as provided for above the Lease shall remain in full force and effect

4 Capitalized terms used but not otherwise defined herein shall have the meanings attributed to thereto in the Lease

5 This Agreement may be signed in counterparts by the parties hereof and shall be the binding agreement of all of them upon execution by each of them of one or more copies hereof

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written

LANDLORD
Evansville Pavilion, LLC

By _____
Christopher P White

Title President of REFFCO II, Inc
General Partner of REFFCO II, LP
A Member

TENANT
Sofa Express, Inc

By _____
Kenneth J Paul

Title President

The Evansville Pavilion
Evansville, Indiana
08/01/03

LEASE AGREEMENT

For

THE EVANSVILLE PAVILION
"Shopping Center"

EVANSVILLE PAVILION, LLC
"Landlord"

And

SOFA EXPRESS, INC
"Tenant"

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Exhibit B-2 Project Labor Agreement
Exhibit C Signage Specifications
Exhibit D Rules and Regulations
Exhibit E Restricted Uses
Exhibit F Unconditional Guaranty of Lease
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Defined Terms.

1 Shopping Center Section 1 02
2 Building. Section 1 02
3 Leased Premises Section 1 02
4 Original Term Section 2 01
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45	New Premises	Section 18.26
46	Landlord's Notice	Section 18.26

LEASE

THIS LEASE, made this 7th day of August, 2003, by and between Evansville Pavilion, LLC, a (n) Indiana Limited Liability Company ("Landlord"), and Sofa Express, Inc , an Ohio Corporation ("Tenant")

WITNESSETH

ARTICLE I - LEASED PREMISES AND COMMON AREAS

Section 1.01. Basic Lease Provisions.

A Shopping Center Address. 6501 E. Lloyd Expressway, Suite 1, Evansville, IN 47715,

B Gross Leasable Area approximately 20,825 leasable square feet (170' x 122 5'),

Landlord shall use commercially reasonable standards, consistently applied, in determining the Gross Leasable Area of the Leased Premises and the Gross Leasable Area of the Building (defined below) The determination of the Gross Leasable Area shall be made in good faith by Landlord and Tenant and once determined, the calculation of Tenant's Proportionate Share of Operating Costs and Tenant's Minimum Annual Rent shall be set forth on Exhibit H

C Tenant's Proportionate Share. Common Area Maintenance, Taxes and Insurance

[Gross Leasable Area of the Leased Premises (20,825 square feet) divided by the total Gross Leasable Area of the Shopping Center as the same may be measured from time to time Notwithstanding the foregoing, there shall be excluded from the denominator of Tenant's Proportionate Share of Common Area Maintenance and/or Insurance, the square footage of any tenant or occupant of the Shopping Center that separately maintains a portion of the Common Areas located adjacent to such tenant or occupant's premises and/or maintains its own Insurance with respect to such tenant or occupant's premises and/or Common Areas In addition, with respect to Taxes, Tenant's Proportionate Share of Taxes shall exclude from the denominator the square footage of any tenant or occupant of the Shopping Center that is separately assessed Taxes from the remainder of the Shopping Center

D Minimum Rent.

Original Term	Minimum Annual Rent	Minimum Monthly Rent	$/S F
Years 1-5	$270,725 00	$22,560 42	$13 00
Years 6-10	$291,550 00	$24,295 83	$14 00
Option Term			
Years 11-15	$312,375 00	$26,031 25	$15 00
Years 16-20	$333,200 00	$27,766 67	$16 00

E Percentage Rent. None

F Lease Term. The period commencing on the Delivery Date and expiring Ten (10) years and zero (0) months after the Rental Commencement Date,

G Option Term Two (2) Five (5) year options,

H Target Delivery Date December 15, 2003,

I Permitted Use Retail furniture sales,

J Security Deposit: None,

K. Guarantor(s) None,

L Broker(s). Paul S Gold, Premier Properties USA, Inc, representing Landlord, and none representing Tenant;

M Working Drawings Approval Date. To be supplemented, (See Exhibit B),

N Address for payments and notices as follows.

Landlord	Evansville Pavilion, LLC c/o Premier Properties USA, Inc 5252 East 82nd Street, Suite 300 Indianapolis, IN 46250 Attn Property Manager
With Rental Payments to	Evansville Pavilion, LLC c/o Premier Properties USA, Inc 5252 East 82nd Street, Suite 300 Indianapolis, IN 46250
With a copy to	Mr Bruce E Smith Stark, Doninger & Smith 50 S Meridian Street, #700 Indianapolis, IN 46204
Tenant	Sofa Express, Inc 4600 S Hamilton Road Groveport, OH 43125 Attn Kenneth J Paul
Billing Address	Same
With Copy to	Kagay, Albert, Diehl & Groeber 6877 North High Street, Suite 300 Worthington, Ohio 43085 Attn Robert H Albert, Esq

Section 1 02 Leased Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of a shopping center building on certain real estate located in Vanderburgh County, Indiana, which real estate is part of an integrated shopping center commonly known as Evansville Pavilion (the "Shopping Center") The portion of the Shopping Center building (the "Building") hereby leased to Tenant is crosshatched in red on Exhibit A attached hereto and incorporated herein by reference ("Leased Premises"), with Gross Leasable Area as provided in Part B of the Basic Lease Provisions Landlord shall be entitled to make additions, modifications or alterations to, and modify the plans of, the Common Areas and/or Shopping Center

Section 1.03. Use of Commons Areas.

Landlord grants to Tenant, its agents, employees, customers, invitees, licensees and concessionaires, the non-exclusive right during the Lease Term to use the Common Areas of the Shopping Center (defined in Section 6.01) Tenant's use of the Common Areas shall be in common with others entitled to the use thereof and subject to the provisions of this Lease, including but not limited to Article VI herein

Section 1.04. Roof and Walls

Landlord shall have the exclusive right to use all or any part of the roof and exterior walls of the Leased Premises for any purpose, to erect additional stories or other structures over all or any part of the Leased Premises, and to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Leased Premises, provided Landlord does so in a manner reasonably calculated to minimize any interference with Tenant's use of the Leased Premises

ARTICLE II - LEASE TERM

Section 2.01. Term.

The term of this Lease shall be for the period specified in Part F of the Basic Lease Provisions ("Original Term") The Delivery Date shall be the date on which Landlord shall give notice to Tenant that the improvements, if any, to be constructed by Landlord as provided in Section 2 02 are substantially completed and the Leased Premises are ready for Tenant to commence Tenant's Leasehold Improvements [as defined in Section 2 02(b)] The Rental Commencement Date shall be the earlier of (i) ninety (90) days after the Delivery Date or (ii) the date on which Tenant opens the Leased Premises for business As used in this Lease, the term "Lease Year" shall mean a calendar year, the first Lease Year commencing on the first day of January following the Rental Commencement Date and each succeeding Lease Year commencing on the anniversary of the first Lease Year A "Fractional Lease Year" is defined to mean the period of the Lease Term preceding the first Lease Year and following the last Lease Year, whether the Lease expires by its terms or otherwise Prior to the exercise by Tenant of any Option, the term "Lease Term" shall mean the Original Term, after the exercise by Tenant of any option to extend the Original Term, the term "Lease Term" shall mean the Original Term as it may be extended Notwithstanding the foregoing, Tenant shall be entitled to thirty (30) days of free Minimum Monthly Rent and Additional Rent in the event Tenant opens for business in the Leased Premises within ninety (90) days following the Delivery Date In the event Tenant opens for business in the Leased Premises within thirty (30) days following the Delivery Date, Tenant shall be entitled to sixty (60) days of free Minimum Monthly Rent and Additional Rent

Section 2.01.1. Option Term

If the Tenant (i) has complied with all of the terms and provisions of this Lease, (ii) is not default in any respect hereunder; and (iii) is open and operating for business in the Leased Premises, Tenant shall have an option (the "Option") to lease the premises after the termination of the Original Term for two (2) additional five (5) year period(s) upon the same terms and conditions set forth herein except as may be otherwise provided hereunder as applicable to the option terms The Tenant shall exercise the Option by giving notice to the Landlord in writing by certified mail, return receipt requested, not less than One Hundred Eighty (180) days before the expiration of the Original Term

Section 2.02. Construction of Improvements and Possession

(a) Landlord's Obligations Landlord agrees to perform and complete the work on the improvements per the Tenant specifications set forth in Exhibit B, attached hereto and incorporated herein by reference, subject to events and delays beyond Landlord's reasonable control Landlord shall notify Tenant when such work is substantially completed and the Leased Premises are ready for Tenant to commence Tenant's Leasehold Improvements Notwithstanding the foregoing, in the event the Delivery Date has not occurred by April 1, 2004, Tenant shall have the right to terminate the Lease with thirty (30) days prior written notice, (the "Termination Notice"), which termination can be nullified by Landlord in the event Landlord causes the Delivery Date to occur within thirty (30) days of Landlord's receipt of the Termination Notice

(b) Tenant's Obligations Within thirty (30) days of the execution of this Lease (hereinafter the "Plans and Specifications Deadline"), Tenant shall submit to Landlord for Landlord's approval a full and complete set of the plans and specifications for Tenant's finish improvements of the Leased

Premises (the "Leasehold Improvements") which shall be accompanied by the design of Tenant's Signage as provided in Section 5.01 of this Lease (Such plans and specifications for the Leasehold Improvements and the design for Tenant's Signage, after approved in writing by Landlord, shall be referred to as the "Approved Plans" and shall then be incorporated herein as Exhibit B-1) Notwithstanding the foregoing, in the event Tenant shall fail to diligently pursue to submit a full and complete set of Tenant's plans and specifications on or before the Plans and Specifications Deadline, the number of days set forth in item number (i) of the Rental Commencement Date (as defined in Section 2 01) shall be reduced on a per diem basis for each day Tenant fails to submit its plans and specifications beyond the Plans and Specifications Deadline Upon the Delivery Date and in accordance with the Approved Plans, Tenant shall have the right, privilege and obligation to go on to the Leased Premises and at its sole cost and expense to cause the construction of the Leasehold Improvements and the installation of trade fixtures and equipment in accordance with the construction obligations set forth as Tenant's Work and listed as Tenant's Work Done at Tenant's Expense on Exhibit B (hereinafter "Tenant's Work"), and to stock the Leased Premises with merchandise

All Tenant's trade fixtures and equipment installed in the Leased Premises shall be removed by Tenant upon expiration or earlier termination of this Lease, provided that (i) Tenant shall repair any damage to the Leased Premises or the Shopping Center caused by such removal and (ii) all rents and other amounts then due and payable hereunder are paid in full After expiration or earlier termination of the Lease, in the event Tenant shall fail to remove Tenant's trade fixtures and equipment, Landlord shall have the right to remove Tenant's Leasehold Improvements, trade fixtures and equipment and to have any damage from such removal repaired, all at Tenant's sole cost and expense Tenant agrees to reimburse Landlord such costs and expenses within twenty (20) days following written demand by Landlord. Tenant's obligation to pay such expense to Landlord shall survive the expiration or earlier termination of this Lease

(c) Period Prior to Delivery Date Tenant's entry upon and occupancy of the Leased Premises prior to the Delivery Date, shall be only with Landlord's prior written approval, which approval shall not be unreasonably withheld and shall be governed by and subject to the provisions, covenants and conditions of this Lease with respect to insurance, indemnity, remedies and mechanic's liens In addition, Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's Leasehold Improvements, fixtures, equipment or merchandise installed or left in the Leased Premises Tenant shall not interfere with the performance of work by Landlord in the Leased Premises and any right of entry or occupancy by Tenant prior to the Delivery Date shall be subject to Landlord's right of non-interference

(d) Project Labor Agreement During the performance of Tenant's Work, Tenant, its agents, employees and/or contractors shall at all times comply with the Project Labor Agreement for Development of Burkhardt Road Development located at the southwest corner of Burkhardt Road and the Lloyd Expressway in Vanderburgh County, State of Indiana, a copy of which is attached hereto as Exhibit B-2 Tenant acknowledges the existence of the Project Labor Agreement, and represents that it will comply with the terms thereof In lieu of a Letter of Assent as required by Exhibit B-2, Tenant represents that it will incorporate in its construction contract for construction of the Premises the following clause

Any and all work performed by the General Contractor or Subcontractors shall be performed in a manner so as to avoid any labor dispute which results in a stoppage or impairment of work or delivery services or any other services in the Shopping Center, and in the event there shall be any such stoppage or impairment as the result of any such labor dispute, Contractor will immediately undertake such actions as may be necessary to eliminate such dispute or potential dispute, including but not limited to, (i) removal of all disputants from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction in the event of a breach of contract between General Contractors and (Sub) contractor, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute

Section 2.03. Holding Over

If Tenant holds over and remains in possession of the Leased Premises after the expiration or earlier termination of the Lease Term, such holding over and continued possession shall, if Rent is paid by Tenant as provided in this Section 2.03 and accepted by Landlord, create a tenancy from month to month upon the terms (other than the amount of Rent and length of term) herein specified, which may at any time be terminated by either party upon thirty (30) days' written notice given to the other party

In the event Tenant holds over and remains in possession of the Leased Premises after expiration of the Lease Term, the Minimum Monthly Rent during any month in which Tenant holds

over ("Holdover Month") shall be an amount equal to one hundred fifty (150%) of the Minimum Monthly Rent for the last full calendar month of the Lease Term

ARTICLE III - RENT

Section 3.01. Minimum Annual Rent.

(a) Tenant shall pay to Landlord as minimum rent for the Leased Premises the sums per year ("Minimum Annual Rent") as specified in Section 1.01, Part D of the Basic Lease Provisions, payable in equal monthly installments ("Minimum Monthly Rent") Minimum Monthly Rent shall be payable in advance without notice or demand commencing on the Rental Commencement Date and thereafter on the first day of each calendar month during the Lease Term, without offset for any amount due or claimed to be due from Landlord to Tenant and without relief from valuation or appraisement laws If the Rental Commencement Date is not the first day of a calendar month, Tenant shall pay on the Rental Commencement Date a prorated portion of Minimum Monthly Rent for the first partial calendar month of the Lease Term during which Minimum Monthly Rent is due Hereafter, the term "Minimum Rent' shall refer to either Minimum Annual Rent or Minimum Monthly Rent as appropriate Rental for said partial month shall be based on a thirty (30) day month

(b) Additional Rent. In addition to the payment of Minimum Rent as provided in this Article III, Tenant shall pay to Landlord as "Additional Rent" all other sums of money and charges required to be paid by Tenant to Landlord under this Lease, whether or not the same are designated "Additional Rent", including but not limited to Tenant's Proportionate Share of all Operating Costs as provided in Section 3.02 below If any such sum or charge is not paid at the time provided in this Lease, it shall nevertheless be collectible as Additional Rent with the next installment of Minimum Annual Rent, provided that nothing contained herein shall be deemed to suspend or delay the payment of such sum or charge or to limit any remedy of Landlord in respect to its nonpayment. Hereafter, the term "Rent" shall refer to all Minimum Rent and Additional Rent.

Section 3.02. Payment of Operating Costs.

(a) Tenant's Proportionate Share of Operating Costs Commencing on the Rental Commencement Date, Tenant shall pay as Additional Rent to Landlord, without offset for any amount due or claimed to be due, Tenant's Proportionate Share as provided herein of all charges, liabilities, costs and expenses of every kind and nature paid or incurred, including appropriate reserves (not to exceed $ 05 per square foot of the Leased Premises), by Landlord during the Lease Term for each Lease Year or Fractional Lease Year which are attributable to or relate to the Shopping Center for Common Areas Costs, Real Property Taxes and Insurance Premiums, each as defined in Article VI hereof (collectively, "Operating Costs")

(b) Calculation and Payment. Tenant's Proportionate Share of Operating Costs shall be as provided in Part C of the Basic Lease Provisions Landlord reserves the right to adjust Tenant's Proportionate Share in the event of an increase or decrease in the Gross Leasable Area of the Shopping Center or as further provided in Part C of the Basic Lease Provisions Tenant shall pay its Proportionate Share of the Operating Costs for each Lease Year or Fractional Lease Year during the Lease Term in monthly installments on the first day of each calendar month, in advance without notice or demand and without offset for any amount due or claimed to be due, in an amount estimated by the Landlord. Landlord's estimate shall be made on the basis of the most recent annual Operating Costs, adjusted to reflect reasonably anticipated increases or decreases of Operating Costs as determined by Landlord An annual "Operating Cost Statement" prepared by Landlord shall be provided by Landlord to Tenant within ninety (90) days after the end of each calendar year setting forth in reasonable detail the actual Operating Costs paid or incurred by Landlord in the preceding twelve-month period ending December 31 and the Tenant's share thereof, prorated for total days occupied in the period, and thereupon there shall be an adjustment between Landlord and Tenant with Tenant's payment to Landlord or repayment by Landlord as may be required, to the end that Landlord shall receive the entire amount of Tenant's Proportionate Share of such Operating Costs and not more The dates of any such statements may, at the option of the Landlord, be subject to change

Section 3.03. Place of Payments.

All Rent and other payments required to be paid, and all statements required to be rendered by Tenant to Landlord shall be delivered to Landlord at its address set forth in Part N of the Basic Lease Provisions or to such other address as Landlord specifies to Tenant in accordance with Section 18 14 hereof

Section 3.05. Past Due Payments.

In the event any Rent required to be paid by Tenant to Landlord under this Lease is not received by Landlord within five (5) days of the date the same shall be due and payable and such failure shall continue for a period of five (5) days following written notice from Landlord, provided in no event shall Landlord be obligated to provide written notice more than once per calendar year, Tenant shall pay a late charge to Landlord in the amount of five percent (5%) of such overdue amount If such amount is still unpaid thirty (30) days after the same is due (subject to the notice requirement set forth above), such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of twelve percent (12%) per annum (the "Default Rate") In addition, in the event that any check or other deposit item given by Tenant to Landlord is returned unpaid or dishonored by the financial institution upon which it is drawn, Tenant shall pay to Landlord, upon demand, a service charge of One Hundred Dollars ($100 00) Landlord and Tenant agree that the above-stated charges are designed to reimburse Landlord for additional costs and expenses incurred by Landlord in connection with the collection, handling and processing of overdue installments of Rent and Additional Rent and of returned deposit items

ARTICLE IV - USE OF LEASED PREMISES

Section 4.01. Permissible Use.

The Leased Premises shall be occupied and used solely for the purpose set forth in Part I of the Basic Lease Provisions and for no other purpose without Landlord's prior written consent which consent may be withheld in Landlord's sole and absolute discretion

Section 4.02. Opening for Business.

Tenant shall proceed with due diligence to open for business in the Leased Premises on or before the Rental Commencement Date and upon opening shall continuously, actively and diligently operate its business in the whole of the Leased Premises in a reputable manner, maintaining in the Leased Premises a full staff of employees and a full and proper stock of merchandise during regular business hours throughout the Lease Term unless prevented from so doing by fire, strikes or other contingencies beyond Tenant's control, provided in all events Tenant is diligently pursuing to open for business in the Leased Premises Tenant shall keep the Leased Premises open for business to the general public, at a minimum, during Regular Business Hours As used in this Lease, the term "Regular Business Hours" shall mean 10 a.m to 6 p.m Monday through Saturday

Section 4.03. Operation of Business.

Tenant covenants and agrees to the following

(a) Tenant shall not conduct any auction, fire, going-out-of-business or bankruptcy sale in the Leased Premises,

(b) Tenant shall not vacate or abandon the Leased Premises, allow any waste, damage or nuisance on the Leased Premises, or use or permit the use of the Leased Premises for any unlawful purpose,

(c) Tenant shall keep the Leased Premises in a careful, safe, sanitary, clean and proper manner and condition in accordance with all directions, rules and regulations of the health, fire, building and other regulatory and governmental agencies having jurisdiction over the Leased Premises, and Tenant shall comply with all laws, ordinances, rules, regulations, orders, directions and requirements of any governmental authority or regulatory agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises,

(d) Tenant shall not sell or display merchandise or otherwise conduct or solicit any business or distribute any handbills or other advertising material outside the Leased Premises nor in any manner obstruct the sidewalks or other areas adjacent to the Leased Premises,

(e) Tenant shall not burn or place outside the Leased Premises garbage, trash, merchandise, containers or other materials incidental to Tenant's business except that Tenant shall store all refuse in proper rodent-proof, insect-proof and fireproof containers outside the Leased Premises in areas designated by Landlord,

(f) Tenant shall not use, or permit the use of, loud speakers, sound amplifiers, radios, televisions, or other devices in a manner so as to be heard or seen outside the Leased Premises,

(g) Tenant shall not cause or permit any odors to be emanated outside of the Leased Premises,

(h) Tenant shall load and unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door or other doors of the Leased Premises designated by Landlord,

(i) Tenant shall use its best efforts to cause the parking of trucks and delivery vehicles so as not to unreasonably interfere with, or suffer or permit any other use thereon to unreasonably interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas or other Common Areas,

(j) Tenant shall not unreasonably interfere with the use of the Common Areas by Landlord or others entitled to the use thereof;

(k) Tenant shall not use or permit the use of the plumbing facilities for any purpose other than for the limited purpose for which such facilities were constructed and shall not place any foreign objects therein. The expense of any clogging, breakage or damage resulting from a violation of this provision shall be borne by Tenant;

(l) Tenant shall not make, paint, decorate, drill or in any way deface any glass, windows, walls, ceilings, partitions, awnings, canopies, roof, doors, floors, wood, stone or ironwork, without Landlord's written consent;

(m) Tenant shall comply with all other reasonable rules and regulations established by Landlord from time to time for the benefit of the Shopping Center;

(n) Tenant shall use its best efforts to cause its agents, employees, customers, invitees, licensees and concessionaires to comply with the reasonable rules and regulations from time to time established by Landlord for the benefit of the Shopping Center

(o) Tenant shall not use, operate or maintain such space in such manner that any of the rates for any insurance carried by other Tenants within the Shopping Center shall thereby be increased

Section 4.04. Prohibited Uses

Tenant shall not use or permit the use of the Leased Premises in whole or in part as a cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant [provided, however, that an establishment whether or not it serves food or operates in conjunction with a restaurant (if permitted pursuant paragraph (I) of the Basic Lease Provisions), shall be considered a bar that is a prohibited use if forty percent (40%) or more of its gross revenues are generated from the sale of alcoholic beverages whether or not packaged], theatre of any kind, bowling alley; skating rink, amusement park or center; carnival, meeting hall, "disco" or other dance hall, nightclub, funeral parlor; flea market; funeral home, massage parlor, sporting event or other sports facility; auditorium or any other like place of public assembly; warehouse, processing or rendering plant, factory, for any manufacturing operation or industrial usage, for any establishment selling cars (new or used), trailers or mobile homes, for the operation of a so-called "off-track betting" operation, for a pinball or video games arcade, for pornographic, "adult" or live entertainment or for the sale or display of pornographic or "adult" materials, nuisance, use causing loud noises or offensive odors, or any other use inconsistent with the operation of a high quality retail Shopping Center

Section 4.05 Exclusive Use.

Provided Tenant is not in default of this Lease, Landlord shall not enter into any leases for space in the Shopping Center during the Lease Term, with tenants whose primary business is an upholstery furniture store This provision shall not apply to (i) the Target Parcel, and (ii) any existing leases in effect within the Shopping Center as of the date of this Lease Provided, however, that nothing contained herein

shall be deemed to prohibit or prevent Landlord from renewing or extending the leases the leases of presently existing tenants of the Shopping Center or substantially the same terms and conditions, and nothing contained herein shall be deemed to impose any liability on the Landlord if any presently existing tenant of the Shopping Center begins operations which compete with Tenant's business, provided the lease of such pre-existing tenant allows such operation

In addition, Tenant shall not use or permit the use of the Leased Premises in the manner or for the uses described in Exhibit E, attached hereto and incorporated herein by reference

ARTICLE V - SIGNAGE

Section 5.01. Approval.

Tenant shall not place or permit to be placed or maintained in or on any portion of the Shopping Center outside the Leased Premises or on the glass of any window or door of the Leased Premises (including but not limited to any exterior doors, walls, roof or windows of the building constituting part of the Leased Premises) any sign, awning, facade decoration, lettering or other advertising matter (hereafter "Signage") that is not in accordance with the provisions of this Article V (see Exhibit C, Specifications)

Prior to opening for business and thereafter throughout the Lease Term, Tenant shall have Signage approved by Landlord, installed and maintained on the Leased Premises in accordance with the provisions of this Article V and shall maintain such Signage in good condition, appearance and repair at all times The design for Tenant's Signage shall be submitted to Landlord within thirty (30) days after execution of this Lease and approved in writing by Landlord within a reasonable time thereafter and prior to the construction and installation of the Signage Landlord reserves the right to disapprove any sign design it feels is inappropriate as may reasonably be determined by Landlord

Section 5.02. Facade Sign Design.

Tenant's Signage on the exterior front of the Leased Premises shall be a "Facade Sign" designed by a graphic artist, consisting of individual, dimensional letters which are internally illuminated and of all metal construction The design shall specify size, layout and color of these letters and method of installation Metal letter returns and trim caps shall be of uniform size and color as specified by Landlord. Tenant agrees to the installation of a sign for Factory Card & Party Outlet on the west façade of the Leased Premises, subject to Tenant's reasonable approval and separate metering for electricity/illumination

Section 5.03 Installation

The Facade Sign shall be installed prior to opening for business The Tenant shall be solely responsible for obtaining any and all necessary governmental permits and approvals for the Façade Sign, the cost of fabrication, installation and maintenance of the Facade Sign The electrical sign wiring must be installed in accordance with Underwriters Laboratory Rules and Regulations All primary and secondary wiring installed through the Facade must be encased in flexible metal conduit or electrical metallic tubing with proper fasteners All transformers must be concealed in metal transformer boxes and shall be mechanically grounded After installation, Tenant shall maintain said Facade Sign in good condition and repair at all times Tenant shall give Landlord forty-eight (48) hours notice prior to the date of installation of the Facade Sign

Section 5.04. Illumination.

The Facade Sign shall be electrically illuminated beginning one-half (1/2) hour after sunset and ending no earlier than 11 00 p m., seven (7) days per week The Factory Card & Party Outlet sign shall be separately metered Landlord reserves the right for the common use and benefit of tenants of the Shopping Center to control the illumination of Tenant's Facade Sign with a common meter and timer in order to achieve uniformity in lighting

Section 5.05. Consent as to Other Signage.

Any Signage in or on the Leased Premises which may be visible from the exterior of the Leased Premises shall be first approved in writing by Landlord and the size, color, location and method of installation of same shall be as designated or approved by Landlord in its sole discretion

Section 5.06. Removal.

Tenant's Signage shall be removed by Tenant upon expiration or earlier termination of this Lease provided that Tenant shall repair any damage to the Leased Premises or the Shopping Center caused by such removal After expiration or earlier termination of the Lease, Landlord shall have the right to remove Tenant's Signage and to have any damage from such removal repaired, all at Tenant's sole cost and expense Tenant shall reimburse Landlord such costs and expenses within twenty (20) days following written demand by Landlord Tenant's obligation to pay such expense to Landlord shall survive the expiration or earlier termination of this Lease

Section 5.07. Pylon Panel Option

In the event a pylon panel, which is or was occupied by a tenant of a space equal to or less than Tenant's Gross Leasable Area, becomes available, Tenant may, at its option and expense, install Tenant's sign panel in the available position Landlord shall notify Tenant in writing that a pylon panel is available Upon receipt of notice, Tenant shall inform Landlord within fifteen (15) days of Tenant's receipt of Landlord's notice if Tenant will exercise its option under this Section 5 07

ARTICLE VI – OPERATING COSTS

Section 6.01. Common Areas.

(a) Definition. As used in this Lease, "Common Areas" are defined to mean the real estate on which the Shopping Center is located together with improvements and other facilities located thereon designed for use and/or benefit in common by tenants and occupants of the Shopping Center, and their agents, employees, customers, invitees and licensees, including parking areas, ingress, egress and access roads, sanitary sewers and utility lines, drainage system, walkways and sidewalks, driveways, landscaped and planted areas, on-site and off-site signs identifying or advertising the Shopping Center, maintenance offices, areas or buildings and related facilities and improvements Notwithstanding the foregoing, Landlord shall not permit any permanent structures (excluding landscaping) within the "No Build Area" shown on Exhibit A

(b) Management of Common Areas Landlord shall operate, manage, equip, light, repair, clean, maintain and replace or cause to be operated, managed, equipped, lighted, repaired, cleaned, maintained and replaced, the Common Areas for their intended purposes in such manner as Landlord in its reasonable discretion shall determine, and the Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may at any time temporarily close all or any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in the Common Areas, and to perform such other acts in or to the Common Areas to improve the benefit thereof to Tenant and other occupants of the Shopping Center as Landlord in its reasonable discretion shall deem appropriate Landlord shall use reasonable efforts to arrange any temporary closing of the Common Areas at such times and in such manner as to minimize interference with or disruption of the conduct of Tenant's business in the Leased Premises If the size or configuration of the Common Areas and any other facilities not within the Leased Premises are changed or altered in any way, Landlord shall not be subject to liability; nor shall Tenant be entitled to any compensation or diminution of Rent, nor shall any reduction in the size of the Common Areas be deemed constructive or actual eviction of Tenant.

(c) Charges for Common Areas Tenant shall pay to Landlord Tenant's Proportionate Share (see Item C, Basic Lease Provisions, Section 1.01) of all costs and expenses incurred by Landlord during the Lease Term in operating, managing, equipping, lighting, repairing, cleaning, maintaining and replacing or causing the operating, managing, equipping, lighting, repairing, cleaning, maintaining and replacing the Shopping Center building and Common Areas ("Common Areas Costs") as provided in Section 3.02 The Common Areas Costs shall include, but not be limited to, costs and expenses paid or incurred for managing, replacing, repairing, painting, maintaining and operating improvements on the Shopping Center building and in the Common Areas such as paving, curbs, walkways, the roof(s) of the Shopping Center building(s), storm and sanitary sewers (but not replacement) and lighting facilities, personal property taxes, supplies, fire prevention systems, security, trash collection, license and permit fees, fees and assessments imposed by any documents of record, snow and ice removal, fire sprinkler equipment, gardening and landscaping; striping and patching of parking areas, reasonable insurance deductibles and self-insured retention costs, fees and assessments imposed by any documents of record

or owner's association, and administrative costs equal to ten percent (10%) of all Common Areas Costs excluding insurance and real estate charges Notwithstanding the foregoing, as part of the Common Areas Costs, Landlord shall be permitted to replace the parking lot not more than once every seven (7) years during the Lease Term and shall be permitted to replace the roof not more than once every ten (10) years during the Lease Term, provided in all instances the cost of such replacement is amortized over the useful life of such replacement according to generally accepted accounting principles

Section 6.02. Taxes.

(a) Real Property Taxes As used in this Lease, "Real Property Taxes" are defined to mean all Real Property Taxes and assessments levied or assessed by any lawful authority against the land of the Shopping Center and any improvements thereon which become due and payable or are incurred during the Lease Term, including any special assessments or any Substitute Taxes as provided herein, and including any costs and expenses incurred in contesting the amount or validity of such taxes, charges or assessments (such costs and expenses shall be applicable to the period of time for which the item is contested)

Tenant shall pay to Landlord Tenant's Proportionate Share of each installment of all Real Property Taxes becoming due and payable or incurred during the Lease Term as provided in Section 3.02

(b) Substitute Tax. If due to a change in the method of taxation (a "Substitute Tax"), a tax and/or assessment upon or against the rentals payable hereunder by Tenant to Landlord is imposed either by way of substitution for the Real Property Taxes levied or assessed against such land and improvements, or in addition thereto, or an income or franchise tax in substitution for the Real Property Taxes levied against such land and improvements is imposed, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and improvements and shall be included in the term Real Property Taxes for the purpose of this Section

(c) Taxes on Tenant's Business and Property Tenant shall pay and discharge when due all taxes and charges imposed upon the conduct of its business in the Leased Premises and all property taxes imposed upon its fixtures, equipment, merchandise and other personal property on the Leased Premises

(d) Rent Tax. If any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than income or franchise tax) upon the rents payable by Tenant to Landlord ("Rent Tax"), either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall directly pay, or reimburse Landlord for , the Rent Tax, as the case may be

Section 6.03. Insurance Obtained by Landlord

Landlord shall obtain or cause to be obtained public liability insurance against damage to persons and property in the Common Areas in amounts not less than Tenant is required to maintain under Section 9.01 Landlord also shall obtain or cause to be obtained broad form fire and extended coverage insurance on the building in which the Leased Premises are located for its full insurable value on a replacement cost basis, if obtainable, and if not obtainable, for the full amount of its actual cash value Landlord shall also obtain business interruption insurance and/or loss of "rental value" insurance in such amounts as Landlord shall reasonably deem necessary Tenant shall pay to Landlord Tenant's Proportionate Share of each annual premium for such insurance obtained by Landlord under this Section 6.03 ("Insurance Premiums") as provided in Section 3.02

If Tenant uses or permits the use of the Leased Premises or any part thereof in any manner so as to increase the cost of insurance to Landlord over and above the normal rates from time to time applicable to the Leased Premises for use for the purpose permitted under this Lease, Tenant shall pay to Landlord upon demand any such increase in the premiums for such insurance whether or not Landlord has consented to such use

ARTICLE VII - UTILITIES

Section 7.01. Tenant's Obligations

Commencing on the Delivery Date, Tenant shall, at its sole cost and expense, obtain and pay for all utility services rendered or furnished to the Leased Premises, including, but not limited to telephone, water, sewer (excluding tap-in and/or impact fees which shall be Landlord's responsibility), gas, electricity, heat and air conditioning. If any equipment installed by Tenant requires additional

utility facilities, the costs of installing such additional facilities shall be borne by Tenant Such facilities may not be removed by Tenant at the expiration or other termination of the Lease Term In no event shall Landlord be responsible for the quality, quantity, failure or interruption of any utility service to the Leased Premises

Section 7.02. Discontinuance of Services.

Landlord shall be entitled upon three (3) days' written notice to Tenant (except in emergencies) to cause the discontinuance of any or all utility services to make repairs or improvements Landlord shall not be liable to Tenant under any circumstances for damages or otherwise for any interruption in utility services caused by an unavoidable delay, by the making of any repairs or improvements, by any cause beyond Landlord's reasonable control or by discontinuance as provided in the preceding sentence of this Section 7.02

ARTICLE VIII - MAINTENANCE AND REPAIRS

Section 8.01. Limitation.

Except as herein specifically provided to the contrary, Landlord shall not be responsible for making any repairs of any kind in or upon the Leased Premises

Section 8.02. Maintenance by Landlord

Landlord shall, keep the foundation, slab, structural components of the exterior walls (excluding windows, doors, window and door frames and plate glass) and the roof of the Shopping Center building in good order, condition and repair Landlord shall not, however, be responsible for making any repairs thereto occasioned by any act or negligence of Tenant, its employees, contractors, agents, servants, customers, invitees, lessees, licensees, assignees or concessionaires, and Tenant shall promptly make any such repairs at its sole cost and expense

Section 8.03. Maintenance by Tenant.

Tenant shall not suffer or permit any damage, injury or waste to the Leased Premises and, except as provided in the foregoing Section 8.02, Tenant shall keep and maintain the Leased Premises and every part thereof (including, but not limited to, the exterior and interior portions of all doors and other entrances, signage, door checks and closets, security gates, windows, glass, windows and door frames, interior and exterior electrical, heating, ventilating, air conditioning, plumbing, sewage and other mechanical and utility equipment and systems, fixtures, and interior walls, floors and floor coverings, and ceiling) in good order, condition and repair

Without limiting the generality of the foregoing, Tenant shall conduct a program of preventative maintenance and repair of all electrical, heating, ventilating, air conditioning, plumbing, sewage and other mechanical and utility equipment and systems servicing the Leased Premises and shall be responsible for any and all maintenance, replacement, or repairs to such equipment and systems Landlord shall assign to Tenant any and all warranties available relating to the items required to be maintained by Tenant.

Tenant, at its expense, shall obtain a preventative maintenance contract on the heating, ventilating and air conditioning systems which shall be subject to Landlord's reasonable approval Landlord shall warrant that the HVAC system servicing the Leased Premises shall be in good working condition for the first twelve (12) months following the Delivery Date, so long as Tenant maintains the HVAC system as set forth herein Tenant shall provide Landlord with a copy of the preventative maintenance contract no later than ninety (90) days after the Rental Commencement Date The preventative maintenance contract shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on not less than a semi-annual basis with change of filters at least every thirty (30) days In the event Tenant shall fail to provide the necessary preventative maintenance required herein, Landlord may accomplish such maintenance and all costs incurred thereby shall be paid by Tenant upon demand by Landlord plus a ten (10%) percent administrative fee

Tenant shall replace any glass and windows (including any frames, retaining members and appurtenances thereto) in the Leased Premises which may be broken or damaged Notwithstanding any provision herein to the contrary, Tenant shall not be responsible for making any repairs occasioned by

any willful act of Landlord or its agents, which repairs shall be promptly made by Landlord at its sole cost and expense

Section 8.04. Notice.

Tenant shall give Landlord prompt written notice of the need for any maintenance, replacement or repairs which Landlord is obligated to make under foregoing Sections 8.02 and 8.03 and of any material damage, injury or disrepair to the Leased Premises or any part thereof

Section 8.05. Alterations and Additions.

Tenant shall make no alterations or additions to any part of the Leased Premises without the prior written consent of Landlord except the leasehold improvements which Tenant is expressly entitled to make in accordance with Section 2.02 herein If Landlord consents to Tenant's performance of alterations or additions to the Leased Premises, Tenant shall ensure that all alterations and improvements which are made or necessitated thereby shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality equal to or better than the original construction of the Shopping Center and shall comply with such requirements as Landlord considers reasonably necessary Landlord's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities All alterations and additions to the Leased Premises shall, except as otherwise provided in Section 2.02, remain for the benefit of Landlord provided, however, that Landlord may elect by written notice to Tenant to require that Tenant, at its expense, remove on or before the expiration or earlier termination of this Lease all or a portion of the alterations or additions made by Tenant and repair any damage to the Leased Premises caused by such removal Tenant's obligations under this Section 8.05 shall survive the expiration or earlier termination of the Lease

Section 8.06. Mechanic's Liens.

Tenant shall not suffer or give cause for the filing of a mechanic's lien against the Leased Premises. In the event any mechanic's lien is filed against the Leased Premises or any part thereof for work claimed to have been done for, or material claimed to have been furnished to, the Tenant, Tenant shall cause such mechanic's lien to be discharged of record within thirty (30) days after Tenant's receipt of written notice, alternatively, Tenant shall furnish to Landlord (or any other entity designated by Landlord) within such 30-day period a bond or other assurances acceptable to Landlord that such claimed indebtedness as finally determined will be paid by Tenant. Tenant shall indemnify and defend Landlord and save Landlord harmless from all costs, losses, expenses and attorneys' fees in connection with any such mechanic's lien

ARTICLE IX - INSURANCE AND INDEMNIFICATION

Section 9.01. Public Liability Insurance - Tenant.

Tenant shall maintain in full force and effect throughout the Lease Term policies of general public liability insurance, issued by a company or companies and in form satisfactory to Landlord, naming Landlord on a primary and non-contributing basis, Tenant, and Landlord's property manager and mortgagee as insureds, and covering any and all claims for injuries to or death of persons and damage to property occurring in or upon the Lease Premises in amounts not less than Five Million Dollars ($5,000,000 00) combined single limit per occurrence If it becomes customary for other similar facilities in the metropolitan area shopping center to carry higher limits of liability coverage, Tenant shall, if requested by Landlord, increase the foregoing coverage to such customary limits

Section 9.02. Insurance on Tenant's Property.

Tenant shall also maintain in full force and effect throughout the Lease Term fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance on its fixtures, equipment, merchandise and other personal property and improvements in or upon the Leased Premises, including plate glass insurance if plate glass is a part of the Leased Premises, for the full insurable value thereof on a replacement cost basis, if obtainable, and if not obtainable, for the full amount of the actual cash value thereof All property of Tenant kept or stored in, upon or about the Leased Premises shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims, costs or expenses, including attorneys' fees, arising out of damage thereto

Section 9.03. Waiver of Subrogation.

Each of the parties hereto hereby waives and releases any and all rights of recovery which it might have against the other for any loss or damage, whether or not caused by any alleged negligence of the other party, its agents, licensees or invitees, to the extent that such loss or damage is or would be covered by any insurance required to be maintained under this Lease

All insurance policies maintained by the Landlord or Tenant as provided in this Article IX shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease or agreeing not to acquire any rights of recovery which the insured has expressly waived prior to loss Each of the parties hereto agrees that if the provision waiving subrogation in any of such policies of insurance requires that notice of such waiver be served upon the insurer, such notice shall be promptly served by the party obtaining such insurance

Section 9.04. Certificates of Insurance.

For each type of insurance which Tenant is required to maintain under this Lease, Tenant shall furnish Landlord on or before the Delivery Date, and thereafter within ten (10) days of Landlord's request therefor, a certificate or certificates of insurance showing that each such type of insurance is in full force and effect and not cancelable without ten (10) days' prior written notice to Landlord If Tenant fails to comply with its obligations under this Article IX, Landlord may obtain such insurance and keep same in effect and Tenant shall pay Landlord all premium costs thereof upon demand

Section 9.05. Indemnification.

Tenant assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify, defend and hold Landlord harmless from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the condition, use or control of the Leased Premises and any improvements thereon during the Lease Term Tenant shall be liable to Landlord for any damages to the Leased Premises and for any act done by Tenant or any person coming on the Leased Premises by the license or invitation of Tenant, express or implied (except Landlord, its agents or employees)

Section 9.06. Waiver of Claims.

Landlord and Tenant shall not be liable for, and each waives all claims against the other for, any injuries, damages (including, but not limited to, consequential damages) or losses of or to person, property or otherwise, sustained by Landlord and Tenant, however caused, provided, however, that this shall not waive Landlord's or Tenant's claims for contract damages resulting from a breach of this Lease

ARTICLE X - FIRE AND OTHER CASUALTY

In the event of the total or partial destruction of the Leased Premises by fire or other casualty, the insurance proceeds, if any, which as a result of such destruction are payable under the fire and extended coverage insurance to be maintained by Landlord in accordance with Section 6.03 shall be payable to, and be the sole property of, Landlord Landlord shall rebuild, repair and restore the damage to or destruction of the Leased Premises caused by fire or other casualty, provided insurance proceeds are available therefor, in accordance with the original construction obligations set forth in Section 2 02 (except that Landlord shall rebuild, repair and restore those parts of Tenant's original construction obligations, alterations, improvements, additions and leasehold improvements for which insurance proceeds are available under the policy of fire and extended coverage insurance maintained by Landlord under Section 6.03) Notwithstanding the foregoing, in the event (a) the Leased Premises or the Shopping Center cannot reasonably be restored within one hundred eighty (180) days after the date of the damage or destruction, (b) the damage or destruction is not covered by the policy of broad form fire and extended coverage insurance to be maintained by Landlord in accordance with Section 6 03 and Landlord does not undertake to restore the Leased Premises or Shopping Center within sixty (60) days after the date of such damage or destruction, or (c) the insurance proceeds (reduced by any application thereof by Landlord's mortgagee to its mortgage) are unavailable or insufficient for restoration of the Leased Premises or Shopping Center and Landlord does not undertake such restoration within sixty (60) days after the date of such damage or destruction, then Landlord shall not be obligated to restore the Leased Premises or Shopping Center and Landlord may terminate and cancel this Lease upon thirty (30) days' written notice to Tenant, and all obligations hereunder except those

then due or mature shall thereupon cease and terminate In the event Landlord does not or cannot restore the Leased Premises or the Shopping Center as provided above and Tenant is unable to conduct its business, as reasonably determined by Tenant, from the Leased Premises by reason of damage to or destruction of the Leased Premises or the Shopping Center, then Tenant may terminate and cancel this Lease upon thirty (30) days' prior written notice to Landlord, and all obligations hereunder except those then due or mature shall thereupon cease and terminate Minimum Rent shall proportionately abate during the time that the Leased Premises or any part thereof is unusable by reason of any such damage thereto

ARTICLE XI – EMINENT DOMAIN

In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or that in lieu thereof all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation or sale renders the Leased Premises unsuitable for operation of the Tenant's business therein, this Lease shall terminate on the date possession of all or such part of the Leased Premises is transferred to the condemning authority All Rent shall be paid up to the date of termination, and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be the sole property of Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, provided, however, that Tenant shall be entitled to any award expressly made to Tenant for Tenant's interest in the Lease, loss of business or depreciation to and cost of removal of stock and fixtures so long as such award shall not reduce the compensation paid or awarded to Landlord Notwithstanding the foregoing, in the event a taking under power of eminent domain of a sufficient portion of the Shopping Center so that after such taking less than fifty percent (50%) of the leasable floor area within all buildings located on the Shopping Center (as constituted prior to such taking) are occupied by tenants, either Landlord or Tenant shall have the right to terminate this Lease by written notice given within ninety (90) days after the condemning authority takes possession

ARTICLE XII - ASSIGNMENT AND SUBLETTING

Section 12.01. Requirement of Landlord's Consent.

Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises or permit any other persons, including concessionaires or licensees, to occupy the same without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided each of the following conditions are satisfied (i) Tenant shall not be in default under any of the terms and conditions of this Lease at the time of the proposed subletting or assignment, (ii) the sublessee or assignee shall occupy the Leased Premises and conduct business therein in accordance with the Permitted Use, (iii) the net worth of the proposed assignee or sublessee as of the date of such assignment or subletting shall be equal to or greater than the net worth of Tenant as of the date of this Lease, (iv) Tenant and its assignee or sublessee, as the case may be, shall execute, acknowledge and deliver to Landlord a fully executed counterpart of the written assignment or sublease within ten (10) days of the date thereof; and (v) in the event the proposed assignment or sublease provides for, or Tenant otherwise receives rent or other consideration in excess of that provided for in this Lease, Tenant shall pay to Landlord the amount of such excess as it its received by or becomes due to Tenant Such consent shall not be implied from references in this Lease to assignees, sublessees, concessionaires, or licensees The consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of Rent or other sums herein provided or from the performance of any other obligations under this Lease The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises

Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the use of the Leased Premises or quality of merchandising operation therein is or may be in any way adversely affected, or if the financial worth of the proposed next occupant is less than that of Tenant at the commencement of the Lease Term Tenant shall pay to Landlord Five Hundred Dollars ($500 00) in the event of any proposed assignment or subletting (regardless of whether such assignment or subletting is completed) and shall further reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested transfer, assignment, subletting, licensing or concession agreement change of ownership or hypothecation of this Lease or Tenant's interest in and to the Leased Premises

Section 12.02. Assignment by Operation of Law.

Any of the following transfers of this Lease shall not constitute an assignment for purposes of this Lease, provided no such assignment shall be deemed to relieve Tenant from primary liability hereunder:

(a) if Tenant is a corporation, any merger, consolidation or liquidation of Tenant,

(b) if Tenant is a corporation, any sale or transfer of more than thirty percent (30%) of the outstanding stock of the corporation or any change in ownership whereby the present shareholders shall, singly or collectively, cease to own, directly or indirectly, the controlling interest in the voting shares of the Tenant; or

(c) if Tenant is a partnership or joint venture, any transfer of or assignment of the interest of any one or more general partners or venturers

Section 12.03. Licensees or Concessionaires.

Tenant shall not permit any business to be operated in, on or from the Leased Premises or any portion thereof by any sublessee, licensee, franchisee, or concessionaire without the prior written consent of Landlord

ARTICLE XIII - DEFAULT AND REMEDIES

Section 13.01. Events of Default by Tenant.

Each of the following shall be deemed a default by Tenant

(a) Tenant's failure to pay Rent as herein provided when due,

(b) Tenant's failure to perform or observe any other terms, conditions or covenants of this Lease to be performed or observed by Tenant,

(c) Tenant's vacation or abandonment of the Leased Premises or any failure to keep the Leased Premises open for business in the manner and during the hours provided in Article IV,

(d) The sale of Tenant's leasehold interest hereunder pursuant to execution,

(e) The adjudication of Tenant as a bankrupt,

(f) The making by Tenant of a general assignment for the benefit of creditors,

(g) The appointment of a receiver in equity for Tenant's property if such appointment is not vacated or otherwise terminated within forty-five (45) days from the date of such appointment,

(h) The appointment of a trustee, custodian or receiver for Tenant's property in a reorganization, arrangement or other bankruptcy proceeding if such appointment is not vacated or set aside within forty-five (45) days from the date of such appointment,

(i) Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement,

(j) Tenant's filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement; or

(k) Dissolution or, if Tenant is a corporation, other termination of Tenant' s corporate charter

Section 13.02. Landlord's Rights Upon Tenant's Default.

In the event of any default provided in Clause (a) of Section 13.01 and the continuance of such a default after five (5) days' written notice from Landlord to Tenant, or in the event of any default provided in Clause (b) of Section 13.01 and the continuance of such a default after twenty (20) days' written notice from Landlord to Tenant (or such additional period of time as is reasonably necessary under the circumstances provided Tenant has commenced to cure such default within the twenty (20) day period and is diligently pursuing to cure such default), or in the event of any other default provided

in Section 13.01 without any demand or notice, Landlord, in addition to any other rights or remedies at law or in equity, may:

(a) elect to terminate this Lease,

(b) in the event that Tenant has failed to perform any of its covenants under this Lease other than a covenant to pay Rent, perform the covenant or covenants of Tenant which are in default (entering upon the Leased Premises for such purpose, if necessary), and Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience or damage to Tenant nor be construed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, or as a waiver of any covenant, term or condition of this Lease, or

(c) immediately re-enter upon the Leased Premises, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry being deemed to terminate this Lease

To secure the full and complete observance and performance of the obligations and covenants to be observed and performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in and to all fixtures, equipment, inventory and all other personal property, tangible or intangible of the Tenant brought or located in or upon the Leased Premises Tenant shall execute and deliver to Landlord, within five (5) days of Landlord's request therefor, any financing statements or other documentation required by Landlord to perfect its security interest in and to such property

Section 13.03. Re-Letting.

In the event Landlord re-enters upon the Leased Premises as provided in Clause (c) of Section 13.02, or takes possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease, or from time to time without terminating this Lease, make alterations and repairs for the purpose of re-letting the Leased Premises and re-let the Leased Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) at such rental and upon such other terms and conditions as Landlord in its sole discretion deems advisable, including reasonable rental concessions Upon each re-letting, all rentals received from such re-letting shall be applied. first to payment of costs of such alterations and repairs, second to the payment of all costs and expenses of such re-letting including, but not limited to, all repossession costs, brokerage fees and commissions, management commissions, if any, legal costs and expenses including reasonable attorneys' fees, third to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, fourth, to the payment of Rent due and unpaid hereunder; and the remainder, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due and payable hereunder If the rentals received from such re-letting during any month are less than amounts to be paid hereunder by Tenant during that month, Tenant shall pay any such deficiency to Landlord, plus interest at the Default Rate (as defined in Section 3 05) Such deficiency shall be calculated and paid monthly No re-entry or taking of possession by Landlord of the Leased Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default.

Section 13.04. Damages Upon Termination

In the event that Landlord at any time terminates this Lease for any default by Tenant, in addition to any other remedies Landlord may have at law or in equity, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including costs of recovering the Leased Premises, reasonable attorney's fees, brokers fees and commissions and the value at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Leased Premises for the remainder of the Lease Term All such amounts shall be immediately due and payable from Tenant to Landlord. In determining the Rent which would be payable by Tenant subsequent to default, the Rent for each year of the unexpired portion of the Lease Term shall be equal to the Minimum Annual Rent and Additional Rent payable during such period from the commencement of the Lease Term to the time of default.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity

Section 13.06. Status of Landlord.

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, Tenant agrees that Tenant shall look solely to Landlord's interests in and to the Shopping Center, subject to prior rights of any mortgagee of the Shopping Center, for collection of any judgment (or other judicial process) requiring payment of money by Landlord, whether for compensatory or punitive damages, in the event of default or breach by Landlord of any of the covenants, terms or conditions of this Lease to be observed or performed by Landlord, and that no other assets of Landlord, nor any of its officers or shareholders shall be subject to levy, execution or other process for satisfaction of Tenant's remedies. The term "Landlord" as used in this Lease in relation to covenants, agreements and conditions to be observed and performed by Landlord, shall mean and include only the owner or owners from time to time of the Landlord's interest in this Lease In the event of any transfer or transfers of such interest (except a transfer for security), the Landlord named herein (or the transferor in the case of a subsequent transfer) shall, after the date of such transfer, be released from all liability for performance of any covenant, agreement and condition on the part of the Landlord which are thereafter to be performed hereunder The transferee shall be deemed to have assumed (subject to the limitations of this paragraph) all of the covenants, agreements and conditions herein to be observed by Landlord with the result that such covenants, agreements and conditions shall bind the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership

ARTICLE XIV – ACCESS TO LEASED PREMISES

Tenant shall permit Landlord and its agents to enter upon the Leased Premises at all reasonable times upon forty-eight (48) hours prior notice, except during an emergency, to inspect and examine the Leased Premises, to show the Leased Premises to prospective purchasers, or mortgagees, or to make such repairs (including the bringing of materials that may be required therefore into or upon the Leased Premises) as is reasonably necessary or which Tenant has agreed herein but failed to make without any such act constituting any eviction of Tenant in whole or in part, without Rent in any manner abating while such repairs are being made by reason of loss or interruption of Tenant's business in the Leased Premises, and without responsibility for any loss or damage to Tenant's property or business other than such loss or damage resulting from the willful act of Landlord, its agents, employees or contractors If Tenant is not present to open and permit an entry by Landlord into the Leased Premises at any time when entry therein is necessary because of an emergency, Landlord or its agents may forcibly enter the Leased Premises without rendering Landlord or its agents liable therefor and without in any manner affecting the obligations and covenants under this Lease, provided that Landlord shall repair any damage occasioned thereby During the one hundred twenty (120) days prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the premises to prospective tenants, and place upon the premises the usual notices advertising the premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation

ARTICLE XV - SURRENDER

Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, together with all property affixed to the Leased Premises, in good order and condition (ordinary wear and tear excepted), broom clean, free of all waste and debris, and in an environmentally safe condition in compliance with all governmental laws, rules, orders and regulations Tenant shall remove any or all of its property which Landlord directs Tenant to remove subject to the provisions of Sections 2.02 and 8.05 hereof; and upon Tenant's failure to do so, Landlord may cause all or any item of such property to be removed at Tenant's sole cost and expense Tenant hereby agrees to pay all costs and expenses of any removal and of the repair of any damage to the Leased Premises caused by such removal Tenant agrees to reimburse Landlord such costs and expenses within twenty (20) days following written demand by Landlord Tenant's obligation to observe and perform these covenants shall survive the expiration or earlier termination of this Lease

ARTICLE XVI - ESTOPPEL AND SUBORDINATION

Section 16.01. Initial Estoppel Certificate

Prior to opening the Leased Premises for business, Tenant shall deliver to Landlord an estoppel, in substantially the same form as attached hereto as Exhibit G, certifying (if such is the case) that Landlord has completed construction of the improvements constituting part of the Leased Premises in accordance with its obligations contained herein, that Tenant has accepted possession of the Leased Premises, that this Lease is in full force and effect and has not been assigned, modified, supplemented

or amended, and indicating the Delivery Date and the dates to which the Minimum Annual Rent and other charges have been paid in advance, if any

Section 16.02. Subsequent Estoppel Certificates

Within fifteen (15) days after Landlord's written request therefor, Tenant shall deliver to Landlord or to any prospective purchaser or mortgagee of the Leased Premises a written statement in recordable form certifying (if such is the case and is true) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, that all covenants, conditions and agreements on the part of Landlord hereunder have been performed, and that there are no defenses or offsets to the enforcement of this Lease by Landlord, or stating those claimed by Tenant

Section 16.03. Attornment.

Tenant shall, in the event that any proceedings are brought for the foreclosure of any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon such foreclosure and recognize such purchaser as the Landlord under this Lease

Section 16.04. Subordination.

Upon Landlord's written request, Tenant shall execute and deliver to Landlord an agreement in recordable form subordinating its rights hereunder to the lien of any mortgage or mortgages or the lien or security interest from any other method of financing or refinancing (hereafter collectively referred to as "Mortgage") now or hereafter encumbering the land of which the Leased Premises are a part, the Leased Premises and the buildings now or hereafter built or to be built in the Shopping Center or Landlord's interest in such land, Leased Premises or buildings In the event Tenant is required to subordinate its rights hereunder to any mortgage Landlord agrees to obtain from the holder of such Mortgage a written agreement providing, in substance, that so long as Tenant faithfully discharges its obligations under this Lease and is not in default hereunder, its tenancy under this Lease will not be disturbed

ARTICLE XVII - ENVIRONMENTAL COMPLIANCE

Section 17.01. Definitions.

(a) "Environmental Laws" - All federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Resource Conservation and Recovery Act, the Federal Toxic Substance Control Act; the Clean Air Act; the Clean Water Act; the rules and regulations of the Federal Environmental Protection Agency, or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises

(b) "Hazardous Substances" - Includes

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," 'toxic substances" "solid waste" or "infectious waste" in any of the Environmental Laws, and

(ii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous, toxic or infectious under present or future Environmental Laws or other federal, state, or local laws or regulations

Section 17.02. Compliance.

Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws which shall impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Leased Premises and Shopping Center Tenant shall promptly comply with any notice from any source issued pursuant to the Environmental Laws or with any notice from any insurance company pertaining to Tenant's use, occupancy, maintenance or alteration of the Leased Premises, whether such notice shall be served upon Landlord or Tenant.

Section 17 03 Restrictions on Tenant.

Tenant shall not cause or knowingly permit to occur

(a) Any violation of the Environmental Laws related to environmental conditions on, under, or about the Leased Premises, or arising from Tenant's use or occupancy of the Leased Premises and Shopping Center, including, but not limited to, soil and ground water conditions

(b) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Leased Premises and Shopping Center, or the transportation to or from the Leased Premises and Shopping Center of any Hazardous Substances, except as necessary and appropriate for general office use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry

Landlord shall not cause or knowingly permit to occur

(a) Any violation of the Environmental Laws related to environmental conditions on, under, or about the Leased Premises, or arising from Landlord's use or occupancy of the Shopping Center (excluding Tenant's responsibility as to the Leased Premises), including, but not limited to, soil and ground water conditions

(b) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Shopping Center (excluding Tenant's responsibility as to the Leased Premises), or the transportation to or from the Shopping Center (excluding Tenant's responsibility as to the Leased Premises) of any Hazardous Substances, except as necessary and appropriate for general office use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry

Section 17.04. Notices, Affidavits, Etc

(a) Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises or Shopping Center, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source

(b) Tenant shall execute affidavits, representations and the like from time to time, within five (5) days of Landlord's request therefor, concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises or Shopping Center

Section 17.05. Landlord's Rights.

(a) Landlord and its agent shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and conduct tests thereon at any time to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference loss, or damage to Tenant's property or business caused thereby

(b) If Landlord, any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Substances on, under or about the Leased Premises or Shopping Center or a violation of the Environmental Laws, and such requirement arose in whole or in part because of an act or omission on the part of Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent

Section 17.06. Tenant's Indemnification.

Tenant shall indemnify, defend and hold harmless Landlord, Landlord's managing agent and Landlord's mortgagee, if any, from any and all claims, loss, liability, costs, expenses or damage, including attorneys' fees and costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article XVII The covenants and obligations of Tenant under this Article XVII shall survive the expiration or earlier termination of this Lease

ARTICLE XVIII – MISCELLANEOUS PROVISIONS

Section 18.01. Covenant of Quiet Enjoyment

Landlord agrees that if Tenant performs all the covenants and agreements herein provided to be performed by Tenant , Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons claiming under Landlord This Lease does not guarantee a continuance of light and air over the Leased Premises or any property adjoining the Leased Premises

Section 18.02. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated, including additional Rent and all other sums and charges due under this Lease, shall be deemed to be other than on account of the earliest stipulated Rent remaining due and owing, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease

Section 18.03. No Option.

The submission of this Lease for examination by Tenant shall not constitute a reservation of or option for the Leased Premises This Lease shall become effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

Section 18.04. Memorandum of Lease.

Tenant shall not record this Lease in any form during the Lease Term, including any renewals or extensions thereof except a short-form memorandum of lease reasonably approved by Landlord and Tenant.

Section 18.05. Relationship of Parties.

Nothing contained herein, including, but not limited to, the method of computing Rent, shall be deemed or construed by the parties hereto or by any third party as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of lessor and lessee

Section 18.06 Waivers.

No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be deemed to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a nonobservance upon any occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of Rent by Landlord at any time when Tenant is in default of any covenant or condition be construed as a waiver of such default or Landlord's right to terminate this Lease on account of such default.

Section 18.07. Remedies Cumulative.

The remedies of Landlord and Tenant hereunder shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law or in equity The exercise of any one such right or remedy by the Landlord or Tenant shall not impair its standing to exercise any other such right or remedy

Section 18.08. Severability.

The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein

Section 18.09. Benefit of Persons Affected

This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant except as otherwise expressly provided herein

Section 18.10. Construction.

Whenever in this Lease a singular word is used, it shall also include the plural wherever required by the context and vice versa All references in this Lease to periods of days shall be construed to refer to calendar, not business, days

Section 18.11. Entire Agreement; Amendments

This instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this instrument, and any and all prior agreements between such parties are hereby cancelled The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

Section 18 12. Governing Law

This Lease has been executed under and shall be governed in accordance with the laws of the State of Indiana.

Section 18.13. Force Majeure

If Landlord or Tenant is delayed, hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delays"), such party will be excused from such performance for a period of time equivalent to the delay caused by such Permitted Delay Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within 10 days of the event causing the Permitted Delay, and the maximum period of time which Landlord or Tenant may delay any act or performance of work due to a Permitted Delay will be 60 days, provided it does not apply to Tenant's obligation to pay Rent or other payments required hereunder

Section 18.14 Brokers.

Landlord and Tenant represent and warrant one to the other that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of this Lease except for the Brokers referred to herein (the "Brokers") Landlord and Tenant agree to indemnify, defend and hold harmless each other from and against any and all liability and cost which Landlord or Tenant may suffer in connection with other real estate brokers, claiming by, through, or under the other party seeking any commission, fee or payment in connection with this Lease

Section 18.15. Captions.

The captions of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease

Section 18.16. Notices.

Any notice, demand, consent or waiver required or permitted to be given or served by either party to this Lease shall be in writing and shall be deemed to have been duly given if delivered in person, sent by United States or any other national recognized delivery service, certified or registered mail, return receipt requested, addressed to the other party as specified in Part N of the Basic Lease Provisions

Any party may change its address for notice from time to time by serving notice on the other party as provided above The date of service of any notice served by mail shall be the date upon which such notice is received, or receipt is refused, by the intended recipient(s)

Section 18.17. Counterparts

This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument

Section 18.18. Authority.

The persons executing this Lease on behalf of Landlord and Tenant hereby warrant that they have full power and authority to do so Tenant and Landlord shall deliver appropriate evidence of such authority to the other upon request.

Section 18.19. Landlord's Rules and Regulations

Tenant agrees that it will comply with the Rules and Regulations of the Center set forth in Exhibit D hereof and any other reasonable Rules and Regulations hereafter promulgated by Landlord

Section 18.20. Security Deposit.

Intentionally Deleted.

Section 18.21. Guarantor.

Intentionally Deleted

Section 18.22. Financial Statements.

During the Lease Term and any extensions thereof, Tenant shall provide to Landlord on an annual basis, within thirty (30) days following written request by Landlord, but in no event more than once per year, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year Such financial statements shall be signed by Tenant or an authorized officer or representative of Tenant who shall attest to the truth and accuracy of the information set forth in such statements All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles

Section 18.23. Representations and Indemnifications.

Any representations and indemnifications of Landlord contained in the Lease shall not be binding upon (i) any mortgagee having a mortgage presently existing or hereafter placed on the Shopping Center, or (ii) a successor to Landlord which has obtained or is in the process of obtaining fee title interest to the Shopping Center as a result of a foreclosure of any mortgage or a deed in lieu thereof

Section 18.24 Tenant's Representations and Warranties

The undersigned represents and warrants to Landlord that (i) Tenant is duly organized, validly existing and in good standing in accordance with the laws of the state under which it was organized, (ii) all action necessary to authorize the execution of this Lease has been taken by Tenant, and (iii) the individual executing and delivering this Lease on behalf of Tenant has been authorized to do so, and such execution and delivery shall bind Tenant Tenant, at Landlord's request, shall provide Landlord with evidence of such authority

In addition to the foregoing, Tenant acknowledges that Tenant has independently investigated the potential for the success of its operations in the Shopping Center and has not relied upon any inducements or representations on the part of Landlord or Landlord's representatives other than those expressly contained in this Lease

Section 18.25 Payment Under Protest.

All Rent and other amounts payable hereunder shall be payable without demand, offset or deduction If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions hereof, Tenant shall make such payment "under protest" and under no circumstances shall Tenant be entitled to withhold any payment due hereunder If Tenant makes a payment "under protest" and it is subsequently determined that Tenant was not obligated to pay all or a portion of an amount paid "under protest", Landlord shall refund to Tenant the portion of the payment made "under protest" which Tenant was not obligated to pay

Section 18.26. Target OEA.

Tenant acknowledges that the Shopping Center is subject to the terms and conditions of the Operation and Easement Agreement by and between Target Corporation and Evansville Pavilion, LLC dated September 5, 2001, filed for record in Deed Drawer 14, P 6189 (Doc #2001R00030576) of Vanderburgh County Records (the "Target OEA") (A true and complete copy of which has been provided by Landlord to Tenant) Tenant acknowledges that this Lease is subject to and subordinate to the terms and conditions of the Target OEA, and that (i) all rights permitted to be exercised by Tenant under this Lease shall be exercised in accordance with, and not in violation of the Target OEA, (ii) to the extent that the consent of any party under the Target OEA is required with respect to any matter under this Lease, then the receipt of such consent shall be a condition precedent to such matter notwithstanding any consent which Landlord may have granted with respect to such matter (provided that Landlord shall use reasonable efforts to cooperate with Tenant to obtain such consent or approval, without any obligation to incur any expense or obligation with respect to such request), (iii) at all times during the Term of this Lease, Tenant shall comply with the terms and conditions of the Target OEA and (iv) in the event of a conflict between the terms and conditions of this Lease and the Target OEA the terms and conditions of the Target OEA shall be controlling, provided, however, as between Landlord and Tenant acknowledge and agree that specific references to the Target OEA in other provisions of this Lease shall not affect or modify the terms and conditions of the immediately preceding sentence, and the terms and conditions of the immediately preceding sentence shall be controlling notwithstanding any failure to specifically reference the Target OEA in any other provision of this Lease

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written

LANDLORD
Evansville Pavilion, LLC

By _____
Christopher P White

Title President of REFFCO II, Inc
General Partner of REFFCO II, LP
A Member

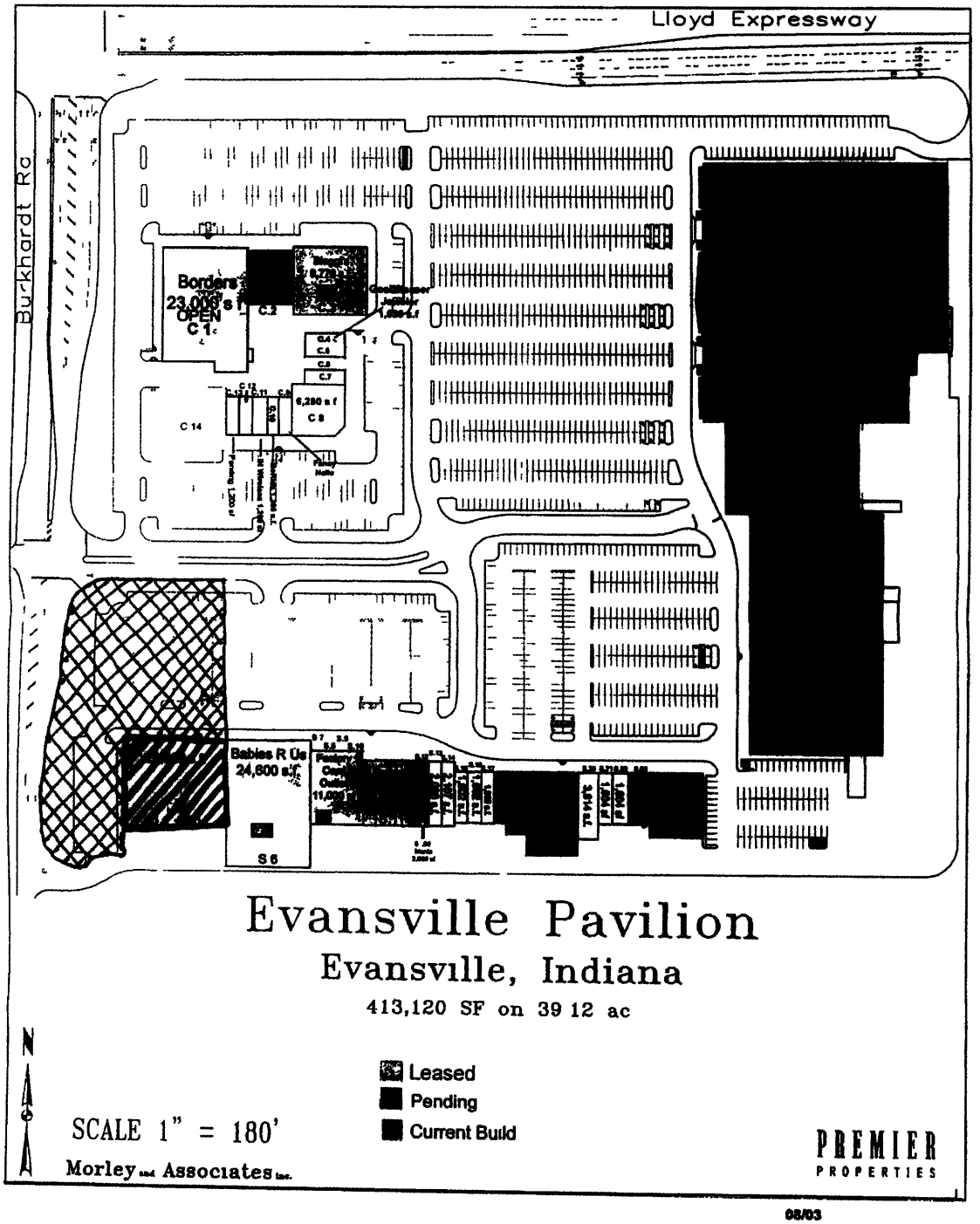
TENANT
Sofa Express, Inc

By _____
Printed Kenneth J Paul

Title President

EXHIBIT A

LEASED PREMISES



Leased Premises

No Build Area

Exhibit B

Landlord's Scope of Work

Exterior Work by Landlord

1. Paved surface, striped with handicap spaces in place, all being up to local codes Site lighting in good working order
2. A concrete sidewalk along the building frontage.
3. Landscaping, where applicable, will be inspected by a local landscape contractor and revitalized prior to Tenant Commencement Date.
4. Irrigation systems, where applicable, will be tested and timers programmed prior to Tenant Commencement date. All systems will be in good working order
5. Landlord, where applicable, will maintain lawn service. Tenant will provide service beginning on the Commencement Date.
6. All exterior doors will be free from rust or damage and will be in good working order
7. Any additional fire egress doors that may be required by local fire officials shall be installed by the Landlord. This includes all required hardware.

Utility Work supplied by Landlord

1. Main water lines, at the least, extended into the building from the available source as required for fire protection and domestic water services.
2. Electrical service, at least installed from the point of termination of the local utility company to the metering point from which service to the Premise will originate.
3. Where applicable, gas lines will at least be extended to a metering point from which the service to the Premises will originate. A gas meter will be installed.
4. Sanitary sewer lines, at least, extended to the building as required to provide service to the Premises.
5. Telephone service, at least, extended to a main terminal board, which will be available for Tenant connections.
6. Landlord will supply Tenant with all Utility Company names and phone numbers. Landlord will also furnish any information that would assist tenant in switching service to Tenants name (ie: meter numbers, account numbers, etc.)
7. Utilities will be switch to tenants name on the Commencement of Lease Date
8. All utilities will be individually metered for the Premise the Tenant will occupy

Interior Work performed by Landlord

1. Exposed painted ceiling, using Sherwin Williams SW 1001 Silver Plate.
2. Installed HVAC systems shall have at least 1 ton of cooling capacity for every 350 square feet. This requirement could change based on location and layout of the space. Tenant will be made aware by Landlord of HVAC system specifications and cooling capacity of the system in place.
3. HVAC temperature control devices will be placed in a central location approved by the Tenant.
4. HVAC in place, all exposed mechanicals and ductwork suitable for finish and painted, using Sherwin Williams SW 1001 Silver Plate.
5. Track Lighting per tenant specifications. Track lighting shall accommodate specifications attached. Lamps shall be General Electric model, GE PAR 38 lamp, 75 watts, 130 volts Track lighting to be installed with an 8' separation with a track head every 2' No exterior wall track shall be more than 4' and no less than 3' from an exterior wall
6. Floors level and ready for finish flooring.
7. Perimeter walls to be drywall. All walls shall be no less than 14' high. All walls shall be spackled, sanded and painted to Tenant's specification.
8. Interior demising wall(s) to separate small warehouse area from showroom area The wall(s),interior and exterior, shall extend to the roof deck and painted to Tenant s specifications. The Landlord will supply adequate fluorescent lighting to the small warehouse area. The space shall be designed so that if required, a roof hatch with ladder will installed in this small warehouse area.
9. Installed in the interior demising wall shall be a 4' door leading to the showroom A transition strip for this doorway shall be rated for no less than 200lb traffic
10. Within the small warehouse area, the exterior wall shall have at least a standard 8'Wide by 10'High garage door, with a pedestrian door adjacent to it. The pedestrian door shall be no less than 4' wide.
11. Electrical service shall be adequate to handle loads required by Tenant. Any upgrades will be the responsibility of the Landlord.
12. Electric service/circuits will be in place to accommodate Tenant's sign package. Tenant or the sign contractor will supply Landlord with the number, size and location of the circuits
13. Electrical outlets installed and ready to use, will be installed on a exterior walls every 10' Interior columns will also have one outlet on each of the 4 sides
14. Landlord shall install all fire alarm systems required by local code. If any fire alarm equipment will be required by the local Authorities, the Landlord will make this information available to the Tenant prior to the signing of the Lease.

15 Fire Department access. If required by local jurisdictions, Landlord shall install a 'Rapid Entry System' such as a 'Knox Box'

16 The small warehouse area shall have a janitorial sink installed on the ground. This sink shall be no less than 2' by 2'

17 Restrooms shall be built at a minimum to code. At a minimum, restrooms will be sized and constructed per local and ADA codes including toilet, lavatory, door with privacy lock, water heater, mirror, electric hand dryer, exhaust fan and 'baby changing stations' Walls will be spackled, sanded and painted to Tenant specifications. Floor will be VCT tile, Armstrong 51803 Pearl White. Ceiling will be drywall that is spackled, sanded and painted to Tenant specifications at a height of no less than 8' above the floor slab Appropriate fluorescent lighting installed. All signage required by local code and ADA will be installed in required areas. All restrooms shall have all fixtures and flooring installed All walls, interior and exterior, will be drywalled to the roof deck and painted to Tenant specifications

18 Tenant will be constructing offices, a breakroom, fabric display area, and other small sales aid showroom items. For this reason, the Landlord shall have all water sprinkler feeds and HVAC necks/connections extended to these areas The Tenant will furnish a final drawing to show the Landlord the areas affected.

19 Exterior Signage. Landlord shall supply a surface that is ready for Tenant signage All surfaces shall be in good condition. No past tenant signage shall be visible.

20 Landlord shall provide the Premise with proper demising walls that prevent unwanted noise or interference from adjacent Tenants.

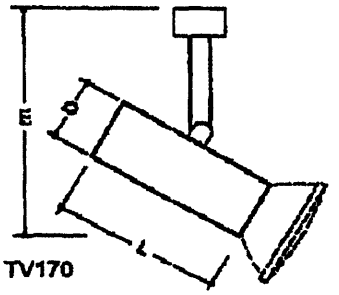
TYPE _____

Sofa Express

LiteTrac

TV170
TV21
TV22
TV23
TV24
TV58

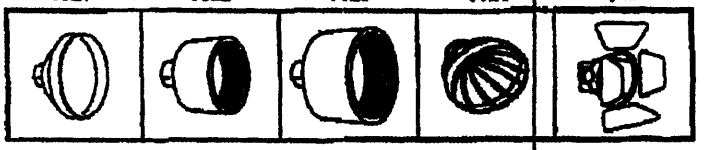
Universal Cylinder
Medium Base
Lamp to 250W

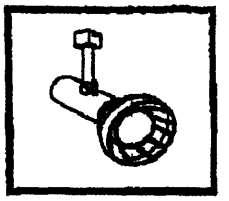


TV170

Scale: NTS

TV21 TV22 TV23 TV24 TV58





Catalog No.	Description	D	E	L
TV170 WH, BL	Med. Base Lamp up to 250W	2" (51 mm)	7⅛" (181 mm)	5¼" (133 mm)
☐ TV21 WH, BL	150W A-19	7¼" (185 mm)	10¾" (273 mm)	7¼" (187 mm)
☐ TV22 WH, BL	75W PAR-30	4⅜" (111 mm)	10⅛" (260 mm)	8⅜" (213 mm)
☐ TV23 WH, BL	250W PAR-56	5¾" (146 mm)	10¾" (273 mm)	8¾" (222 mm)
☐ TV24 WH, BL	250W PAR-38	5⅝" (140 mm)	10⅛" (257 mm)	8" (204 mm)

Features

1. Heavy-duty drawn steel socket housing.
2. Stem mount allows for 360° rotation.
3. Porcelain socket with nickel plated screw shell adjusts to accommodate lamp length.
4. Single or two circuit.
5. On/Off switch

Labels

UL, CSA Listed

Accessories

☐ TV58 Barn Door

Optional Shades

☐ TV21 Silver Bowl Reflector
☐ TV22 Slotted Lampshade
☐ TV23 Slotted Lampshade
☐ TV24 Wireguard

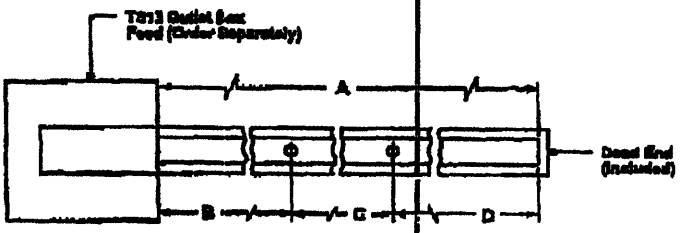
Prescolite
LT-609

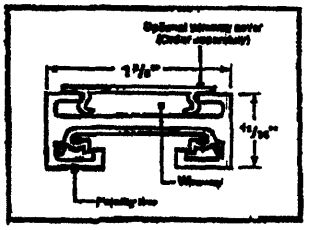
TYPE: _____

LiteTrac

TS2
— TS4
— TS8
— TS12

Single Circuit Track Section





Scale: NTS

Catalog No.	Description	No. of Mounting Holes	A	B	C	D
TS2 WH, BL	2' Track Section	2	20" (508 mm)	6" (152 mm)	8" (203 mm)	6" (152 mm)
TS4 WH, BL	4' Track Section	2	44" (1118 mm)	6" (152 mm)	32" (813 mm)	6" (152 mm)
TS8 WH, BL	8' Track Section	3	92" (2337 mm)	6" (152 mm)	40" (1016 mm)	6" (152 mm)
TS12 WH, BL	12' Track Section	4	140" (3556 mm)	6" (152 mm)	42⅞" (1084 mm)	6" (152 mm)

Single circuit Lite Trac® is a low profile track system for surface (wall or ceiling), pendant, or recessed mounting. The top section of the track is designed as a "wireway," and will carry up to two #12 AWG conductors. The wireway may be used to feed additional sections of the track from the original feedpoint saving significant time and money during installation and increasing track load capacity and switching flexibility. All connectors simply push into the ends of the track eliminating any splicing.

Standard Features include:

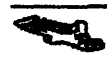
- Integral wireway
- Extruded aluminum track channel
- Reinforced insulator
- Visual and mechanical polarity
- Low profile
- Easily cut in the field
- Rated 20 amps (2400 watts)
- Includes toggle mounting bolts and dead end

Labels

UL, CSA Listed

Presc•lite
LT-035

Lite Trac Connectors and Accessories

	Single Circuit	Two Circuit	
	T818	TT18	**End Feed** – Feed from above for direct conduit or pendant feed. Note: For a slot box feed, see T818 below. Available in WH, BL.
	T813	TT13	**Outlet Box Feed** – Feed connector with built-in outlet box cover and mounting strap. Available in WH, BL.
	T814*	TT14*	**"L" Straight Feed Connector** – Joins two sections to make 90° angle or straight run. Right angle and straight covers included. Available in WH, BL.
	T815*	TT15*	**"T" Feed Connector** – Joins three track sections at 90° angles. Available in WH, BL.
	T815R*	T815	**Reverse Polarity "T" Feed Connector** – Used in conjunction with T815 when track is feeding in gate configuration. Available in WH, BL.
	T816*	TT16*	**"X" Feed Connector** – Joins four track sections at 90° angles. Available in WH, BL.
	T817	TT17	**Flexible Connector** – Connects two track sections for vertical or horizontal bends up to 90°. Available in WH, BL.
	T818	TT18	**T-Bar Feed** – For feeding track mounted directly on T-Bar 15" O.C. Available in WH, BL.
	T819	TT19	**Outlet Box Cover Plate** – For use with T8-TT 14/15/18 when feeding at outlet box. Available in WH, BL.
	T820	—	**Floating Feed** – Permits mounting track in outlet box located anywhere along the track. Includes outlet box cover and end. Available in WH, BL.
	T821	—	**Joint Connector** – Joins two track sections together. Note: Not a feed connector. Available in WH, BL.
	T822	TT22	**Wiremold Feed** – Use with wiremold raceway 2000. Equipped with mechanical wiremold ground. Available in WH, BL.
	T823	TT23	**Surface Conduit Feed** – For surface wiring. Standard ½" connector. Available in WH, BL.
	T823R	—	**Reverse Polarity Surface Conduit Feed** – Used for conduit continuation. Available in WH, BL.

Can be directly fed. Requires T819 cover plates.

	Single or Two Circuit	
	T300BL	**Slide Dimmer Module** – 300W lamp maximum. May be used with low voltage fixtures except the miniature socket. Available in WH, BL.
	T31	**Switch Module** – Allows fixture to be individually switched on/off. 300W lamp maximum. Not for use with low voltage miniatures. Available in WH, BL.
	T32	**Utility Hanger** – Will hold up to 35 lbs. Note: Non-electrical. Available in WH, BL.
	T34	**Pendant Adapter** – Allows any chain hung fixture up to 50 lbs. to be suspended from track, for electrical connection. Available in WH, BL.
	T35	**Mono Point** – Allows any "T" Series fixture (except low voltage miniatures) to be converted to canopy mount installation. Available in WH, BL.
	TV35	**Mono Point** – Allows any "TV" Series fixture (except low voltage miniatures) to be converted to canopy mount installation. Available in WH, BL.
	TVLV35	**Mono Point** – Allows any miniature electronic low voltage fixture to be converted to canopy mount installation (use in place of TV75). Available in WH, BL.
	TVE12	**Line Voltage Extension Wand** – 12" long. Mounts in track and extends fixture by 12". Suitable for "TV" fixtures only. Available in WH, BL.
	TVE18	**Line Voltage Extension Wand** – 18" long. Available in WH, BL.
	TVE24	**Line Voltage Extension Wand** – 24" long. Available in WH, BL.
	TVE36	**Line Voltage Extension Wand** – 36" long. Available in WH, BL.
	TVELV18	**Low Voltage Extension Wand** – 18" long. Mounts to TV75 transformer and extends fixture by 18". Suitable for miniature "TV" low voltage fixtures only. Available in WH, BL.
	TVELV24	**Low Voltage Extension Wand** – 24" long. Available in WH, BL.
	T36	**Weighted Base** – For use with all fixture models equipped with 6' cord and plug. With integral switch. Not for use with low voltage miniatures. Available in WH, BL.
	T37	**Stem Kit** – Canopy mount. Attaches to outlet box or ceiling. 48" dia. canopy. (Stem 36" long. Spans no farther than 4' apart.) Available in WH, BL.
	T38	**Stem Kit** – T-Bar mount. Clamps to bottom of T-Bar (stem 12" long. Spans no farther than 4' apart). Available in WH, BL.
	T39	**T-Bar Clip** – To attach trees to recessed tee ceiling. Use two for 2' and 4' track, three for 8' and four for 12'. Available in WH, BL.
	T40	**Cord Pendant Adapter** – Allows any cord suspended fixture up to 20 lbs. to be suspended from track. For electrical connection.
	T44	**Window Cover** – Thermoplastic, use one piece for each 4' of track. Available in WH.

Prescolite 1251 Doolittle Dr. • San Leandro, California 94577 U.S.A. • Phone (510) 562-9500

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FRONT OF SPACE

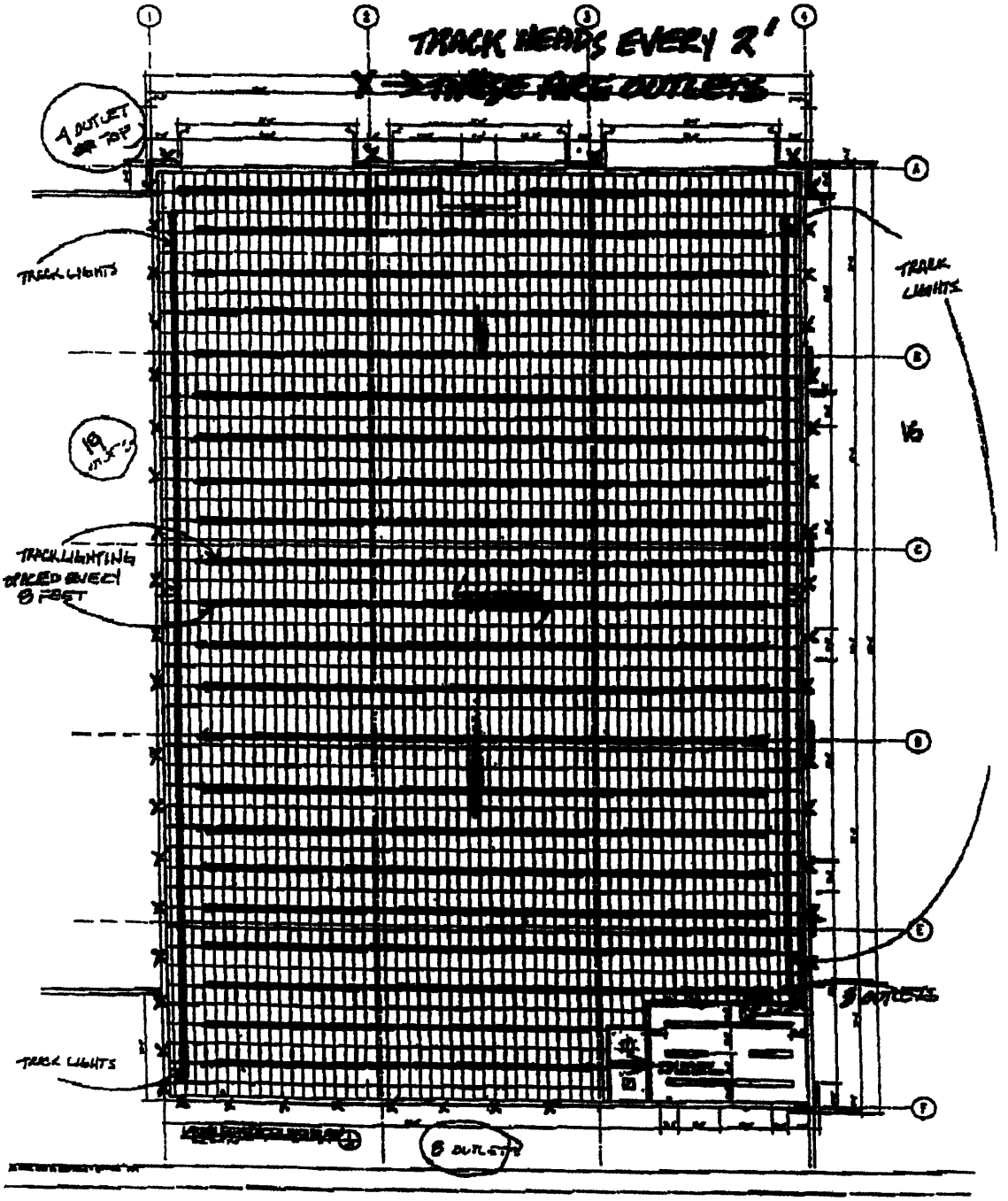

EXHIBIT B-1

APPROVED PLANS

EXHIBIT B-2

PROJECT LABOR AGREEMENT
(Page 1 of 2)

PROJECT LABOR AGREEMENT FOR DEVELOPMENT OF BURKHARDT ROAD DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF BURKHARDT ROAD AND THE LLOYD EXPRESSWAY IN VANDERBURGH COUNTY STATE OF INDIANA

This agreement is entered into this 27th day of March, 2000 by and between Premier Properties USA, Inc and all other companies and contractors awarded work within the scope of this agreement (hereinafter collectively referred to as "Construction Contractor(s)") on the real estate located at Burkhardt Road and Lloyd Expressway at the southeast corner of said intersection more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Location") and the Southwestern Indiana Building Trades Council acting on their own behalf and on behalf of all of their respective affiliates and members whose names are subscribed hereto and who have through their duly authorized officer executed this agreement (hereinafter collectively called the Union") with respect to the construction of the retail development described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Retail Development) at the Location by Premier Properties USA Inc

It is understood by the parties to this agreement that any contractor awarded construction work on the Retail Development, is required to be bound by this project agreement and the contracts of each affiliate of the Southwestern Indiana Building Trades Council This project agreement shall require all contractors performing any construction work of whatever nature on the development to accept and be bound by the terms and conditions of this project agreement by executing a Letter of Assent prior to commencing work which binds said contractors to each of the contracts of the affiliates of said Building Trades Council for the work traditionally assigned to said trade Further, Premier Properties USA, Inc agrees that prior to completion of the primary construction on the development it will not sell or lease any portion of the development to any other entity unless said entity agrees to and executes a Letter of Assent to this project agreement The wage and benefits contribution rates paid on this project shall be

EXHIBIT B-2

PROJECT LABOR AGREEMENT
(Page 2 of 2)

those rates contained in the individual local contracts as of the date the work is performed and shall be binding upon any said contract

This agreement shall become effective upon the approval of rezoning of the Location from residential to retail and shall remain in full force and effect for the entire period of the contract or it shall expire on day March 27, 2003

WHEREFORE

Signatory Unions

Signature

PRESIDENT
Title

MARCH 31 2000
Date

PREMIER PROPERTIES USA, INC

BY
Christopher P White, President

3-27-00
Date

EXHIBIT C

SIGNAGE SPECIFICATIONS

Tenant shall not erect any signs except in conformity with the following policy:

A STOREFRONT SIGN REQUIREMENTS

1 All signs shall be constructed of individual letters, internally illuminated behind a translucent face material. The color and style of letters may be restricted to ensure uniformity and maintain sufficient separation and contrast among Tenants. All trim caps and returns shall be dark bronze. Anything other than dark bronze is subject to Landlord's approval. Each Tenant's customary signature should be utilized whenever possible.

2 The size of all Tenants' signs shall be limited, shall be centered within the limits of the storefront signboard", shall not project beyond six inches (6") from the canopy fascia signing area, and shall conform to the following criteria:

a) Signs may have only one (1) or two (2) lines of copy.

b) **Stores having frontage of <u>less than</u> thirty feet (30'),**

(i) Maximum Length - Storefront signboard minus two feet six inches (2'6") each end, shall not exceed 80% of the storefront "signboard" in any circumstance, and shall not exceed 10% of the total area of the front façade of the tenant space.

(ii) Maximum Height - One (1) line of copy, three feet (3'), two (2) lines of copy four feet (4') from top of upper line to bottom of lower line.

(iii) Signage should cover on or about seventy-five percent (75%) of storefront 'signboard" in terms of length, subject to Landlord's approval.

c) **Stores having frontage <u>greater than or equal to</u> thirty feet (30'),**

(i) Maximum Length - Storefront 'signboard" minus three feet (3') each end shall not exceed 80% of the storefront signboard in any circumstance and shall not exceed 10% of the total area of the front façade of the tenant space.

(ii) Maximum Height – Six (6) feet.

(iii) Signage should cover on or about seventy percent (70%) of storefront 'signboard in terms of length, subject to Landlord's approval.

d) Landlord reserves the right to accept or deny any signage approval whether limited by the criteria or not.

3 No exposed raceways, neon tubes, ballast boxes or electrical transformers shall be permitted. Sign company names or stamps are to be placed on the topside of letters, not visible from the ground.

4 Painted or printed signs on the exterior surface of any building, including paper signs, stickers or banners are not permitted.

5 Signs with exposed lamps and signs of flashing, blinking, rotating, moving, animated or audible types are not permitted.

6 Except as otherwise permitted in writing by Landlord, only one (1) sign per Tenant shall be permitted.

7 Signs with clear face material or exposed neon are not permitted.

8 Sign company must remove chalk lines upon installation. If not removed, Landlord shall remedy and invoice Tenant for removal.

9 Signs shall not be placed on canopy roofs extending above the building's roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted.

10 Signs shall not be placed perpendicular to the building without Landlord approval, provided, however, the foregoing may not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk.

11 Sign company must notify Landlord at least forty-eight (48) hours prior to installation.

12 Any occupant of the Shopping Center occupying less than fifteen thousand (15,000) square feet of Floor Area may have only one (1) identification sign and logo placed on the exterior of the building it occupies, provided, however, that if any such occupant is located at the corner of a building or has more than one building façade, then such occupant may have an identification sign and logo on each side of such corner Additionally any such occupant whose rear elevation is located facing a highway or major thoroughfare and NOT a residential area may have an additional identification sign placed on the rear façade facing such highway or major thoroughfare

13 No occupant of less than fifteen thousand (15,000) square feet of Floor Area shall have an exterior sign which identifies leased departments and/or concessionaires operating under the occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the occupant s trade name

B OTHER SIGNS PERMITTED

1 All signs on the glass of the storefront or lighted or unlighted signs hanging in the windows or glass visible to the exterior whether attached to the Buildings exterior or not, are subject to written approval by Landlord, shall be professionally made and affixed and shall not cover more than 25% of the windows

2 Non-customer door for receiving merchandise may have name of the Tenant in two-inch (2") block letters to be provided by Landlord and at Tenant expense

3 Landlord shall apply address labels on the non-customer door consistently throughout the center Landlord must approve all other numbers labels or signage

4 Paper or cardboard signs, temporary signs, stickers or decals are not permitted, provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar bits of information.

C TENANT RESPONSIBILITY FOR SIGN

1 Tenant shall submit name of Tenant's sign contractor and three (3) complete sets of sign drawings to Landlord **within thirty (30) days of lease execution**, for written approval, **before** fabrication (Landlord s representative will respond with approval or request for revision within fifteen (15) days of receipt.)

2 Sign drawings shall include elevation view of storefront showing sign with dimensions including height of letters, length of sign, color sample of sign panel and cross section view through sign letter showing the dimensioned projection of the face of the letter from the face of the sign panel

3 Tenant shall lawfully erect sign at its own risk and expense, including final electrical connection

4 All signs, including installation, shall comply with all local building and electrical codes and shall bear the UL label The UL label shall not be visible from the ground.

5 Tenant shall cause to have its sign installed, fully illuminated, no later than ten (10) days after the day tenant opens for business in the Leased Premises

6 Tenant shall maintain signs in good repair at all times including but not limited to prompt replacement and/or repair of light bulbs, etc

7 Upon vacating, Tenant shall remove all signs, repair all damage caused by such removal and return "signboard" to 'neutral" (i e before installation) condition

WARNING Landlord shall have no RESPONSIBILITY WHATSOEVER for any cost expense or loss arising out of or in connection with orders for or construction, fabrication or re-fabrication of signs whether or not in conformity with these sign criteria A permit for erection of desired signage otherwise in conformity with this sign criteria must first be obtained from the appropriate governing authority for compliance with its sign criteria before proceeding with orders for or construction, fabrication or re-fabrication of any signs

EXHIBIT D

RULES AND REGULATIONS

1 Tenant shall advise its vendors to deliver all merchandise to the rear of the premises

2 If possible, all deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives

3 Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damages to the asphalt paving surface In addition, wheel blocking must be available for use Tractor trailers are to be removed from the loading areas after unloading No parking or storing of such trailers will be permitted in the Center

4 Tenant is responsible for storage and removal of its trash, refuse and garbage by a trash service selected by Landlord Tenant shall not dispose of the following items in sinks or commodes plastic products (plastic bags, straws, boxes), sanitary napkins, tea bags, cooking fats, cooking oils, any meat scraps or cutting residue, petroleum products (gasoline, naphtha, kerosene, lubricating oils), paint products (thinner, brushes), or any other item which the same are not designed to receive All Store Floor Area of Tenant, including vestibules, entrances and returns doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition

5 Other than as permitted under the provisions of Article V or Exhibit "C", Tenant shall not permit or suffer any advertising medium to be placed on walls or exterior windows, on the sidewalks or on the parking lot areas or light poles No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Center or outside the Premises

6 Tenant shall not permit or suffer the use of any advertising medium which can be heard outside of the Premises, including, without limiting the generality of the foregoing searchlights, loud speakers, phonographs, radios or television No radios, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent

7 Without Landlord's prior consent, Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display store or place any merchandise No sale of merchandise by tent sale, truck load sale or the like shall be permitted on the parking lot or other common area without Landlord's prior consent

8 Tenant shall not permit or suffer any portion of the Premises to be used for lodging purposes

9 Tenant shall not, in or on any part of the Common Area

(a) Vend, peddle or solicit orders for sale or distribution of any merchandise, devise, service, periodical, book, pamphlet or other matter whatsoever

(b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord

(c) Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord

(d) Solicit membership in any organization, group or association or contribution for any purpose

(e) Create a nuisance

(f) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind

(g) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Center, or the property of customers, business invitees or employees situated within the Center

EXHIBIT E

RESTRICTED USES

I The following uses shall be Prohibited Uses in the Shopping Center

a. The Shopping Center shall be used only for retail sales, offices, Restaurants or other permitted commercial purposes. "Business Office" shall mean an office which does not provide services directly to consumers, "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics No more than ten percent (10%) of the total Floor Area on the Developer Tract may be used for Retail Office and/or Business Office purposes, provided, however, that office space used by an Occupant for administrative purposes, and which is not open to the general public, shall not be considered Retail Office or Business Office for the purpose of this limitation

b No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail shopping center

c Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any Building in the Shopping Center

d An operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation

e Any "second hand" store, "surplus" store, or pawn shop

f Any mobile home park, trailer court, labor camp, junkyard, or stockyard, provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance

g Any dumping, disposing, incineration or reduction of garbage, provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any Building

h Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation

i Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located

j Any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation

k Any bowling alley or skating rink

l Any movie theater or live performance theater; provided however, the movie theater portion of this prohibition shall expire, with respect to Retail 2 only, fifteen (15) years from the date of this OEA

m Any hotel, motel, short or long term residential use, including but not limited to single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters sleeping apartments or lodging rooms

n. Any veterinary hospital or animal raising or boarding facility, provided, however, this prohibition shall not be applicable to pet shops Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation, the boarding of pets as a separate customer service shall be prohibited, all kennels, runs and pens shall be located inside the Building, and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the Floor Area of the pet shop

o Any mortuary or funeral home

p Any establishment selling or exhibiting pornographic materials, drug-related paraphernalia (exclusive of pharmacies), any establishment which exhibits either live or by other means to any

degree, nude or partially clothed dancers or wait staff; and/or any massage parlors or similar establishments

q Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business

r Any health spa, fitness center or workout facility

s Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall

t. Any training or educational 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

u Any gambling facility or operation, including but not limited to off-track or sports betting parlor, table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices, or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant.

v No Restaurant or pet shop type operation shall be located within Retail 1

w No drug store exceeding ten thousand (10,000) square feet of Floor Area shall be permitted, and no store of any size selling or offering for sale any pharmaceutical products requiring the services of a licensed pharmacist shall be permitted

x. Any sports or other entertainment viewing facility (whether live, film, audio/visual or video)

y Any catering or banquet hall

z. Any restaurant incorporating a coin or token operated amusement room

aa. Any sales office, showroom or storage facility for boats

bb Any clinic or medical rehabilitative facility

cc Any house of worship

dd Any amusement arcade or game room

II The following are Exclusive Uses in the Shopping Center·

a. Dick's Sporting Goods
Landlord warrants and agrees that during the term of this Lease that it has not and will not, nor will any entity under common control with Landlord, enter into any lease(s) or occupancy agreement(s) for premises situated on the Shopping Center (other than the Demised Premises), or otherwise transfer or allow a possessory interest in the Shopping Center to a tenant or occupant whose primary use shall be the sale of sporting goods and sporting equipment or athletic footwear Furthermore, Landlord warrants and agrees that during the term of this Lease that it will not, nor will any entity under common control with Landlord, enter into any lease(s) or occupancy agreement(s) for premises situated on the Shopping Center (other than the Demised Premises), or otherwise transfer or allow a possessory interest in the Shopping Center which does not prohibit ("Precluded Sales Activities") (i) the sale of sporting goods and sporting equipment, and, (ii) the retail sale of athletic footwear The foregoing restrictions (i) and (ii) above shall not apply to any general merchandiser which operates as a discount department store, department store or wholesale club (including but not limited to Kohl's) Furthermore the restrictions in the first two sentences of this Section 1 5 shall not apply to Target, provided, however, that if such premises at any time hereafter is transferred to or is subject to control by Landlord or a parent, affiliate or other entity controlled by or under a common control with Landlord and such premises are subdivided, the provisions of this Section 1 5 shall apply to such premises thereafter subject to the preceding sentence

b Linens N' Things

Except for Target and Dick's Sporting Goods, no other premises within the shopping center or parcels connected to the shopping center, which the landlord owns can be used or occupied for an operation which is engaged in the sale of one or more of the following uses in greater than 10% of its premises not to exceed 5,000 sf: bedding & accessories, bath items, kitchen textiles, kitchen & table top items, storage & closet items, pictures, frames & posters. Landlord further agrees this restriction shall be in effect for the entire project in the event that parcels or pads are sold to other tenants In the event Landlord recaptures control of the Target or Dick's Sporting Goods premises this exclusive will apply from that date forward Nothing in this exclusive will prevent the typical operation of a TJ Maxx, Marshalls, Cost Plus, or Old Navy

c Border's

Provided Tenant is continuously open and operating for business primarily for the sale of the Exclusive Items (as defined herein) without default beyond any applicable notice and cure period, Landlord will not, during the term of this Lease, permit any other tenant or occupant in the Shopping Center (including, without limitation any owner, subtenant, licensee, or concessionaire of any portion of the Shopping Center) to engage in the sale of (i) books, (ii) periodicals, and/or (iii) music products (in any current or future format of such enumerated items) (collectively the "Exclusive Items"), provided however, the foregoing shall not prohibit the sale of one or more of the Exclusive Items by any tenant or occupant of the Shopping Center in not more than the lesser of (1) 500 square feet of surface display area, or (2) five percent (5%) of the total gross leasable area of such tenant's premises is devoted to the retail sale of such related items. The terms and conditions of the foregoing shall not be applicable to (i) the Target Parcel, (ii) the operation of typical Best Buy, Circuit City or other home appliance/electronics store; (iii) a full line department store in excess of 75,000 square feet in size, such as Kohl's, Wal-Mart; and (iv) a warehouse club/membership club such as Sam's Club or BJ's Wholesale

d. T.J Maxx.

Landlord agrees that, during the term of this lease, no other premises in the Shopping Center shall at any time contain more than eighteen thousand (18,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel (as defined by the trade from time to time), including in the computation of such floor area on-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of apparel Notwithstanding anything contained herein to the contrary, nothing in this lease shall be construed to (i) prohibit a general merchandiser with more than sixty thousand (60,000) square feet of retail floor space with operations similar to that of a Target or Wal-Mart, or any store whose primary business is the sale of sporting goods

e Babies 'R Us

Landlord shall not operate, lease or permit any other store located within the Shopping Center to be used for the sale, rental or distribution of items, individually or in the aggregate, customarily carried by a modern toy specialty store as a specialty store for pre-natals, infants and children, including, without limiting the generality of the foregoing; toys, indoor and outdoor play and recreational equipment; wheel goods, layettes, pre-natal and newborn items and equipment; newborn, infants, juveniles and children's books, records, cassette tapes, compact discs, CD-ROMS, and other visual and audio technological evolution thereof; and newborn, infants, juveniles and children's clothing, apparel, footwear, accessories, furnishings, furniture, car seats, booster seats cribs, cradles and bedding; or as a hair cutting salon or photo studio for newborns, infants, juveniles and children. Notwithstanding the foregoing, nothing shall prohibit Landlord from operation or leasing to a full line discount/department store, or Old Navy, or from leasing to a store that incidentally (i e the lesser of 10% of selling area or 1,000 square feet) sells individually in or in the aggregate Tenant's restricted uses

f. Dress Barn

During the Term, Landlord represents, warrants, covenants, and agrees that, within the Shopping Center no premises (other than the Premises) shall be leased, rented used or occupied for the operation of a store which is engaged in the sale of large size (size 14 and larger) women's (hereinafter a "Competing Use") without Tenant's prior written consent, which may be withheld or granted at Tenant's sole discretion The Competing Use restriction shall not apply to anchor tenants greater than 15,000 square feet, to tenants 15,000 square feet or less devoting not more than 1,000 square feet of its sales area to the Competing Use, or to tenants having leases earlier than the date hereof where such lease does not prohibit the Competing Use

g Payless

Subject to applicable Law and provided Tenant is in possession of the Premises and operating its business therein primarily as a retail family shoe store selling a variety of styles of shoes (i e , dress, casual and athletic), Landlord covenants that it may not, directly or indirectly, lease property within the Shopping Center for principal use as a retail family shoe store, nor may Landlord permit any Shopping Center occupant to lease directly or indirectly, any portion to a person or entity for such use For purposes of the foregoing, the term "principal use" shall mean 10% or more of any tenant or occupant's sales floor area. Notwithstanding the foregoing, the Parties hereby agree that (i) the Target Parcel, (ii) retailers operating as Rack Room Shoes Famous Footwear and Shoe Carnival, (iii) a typical sporting good store such as Dick's Sporting Goods or Galyan's, (iv) a full-line department store occupying at least 50,000 square feet of floor area, (v) any shoe store specializing in the sale of one particular brand of shoes or one particular type of shoe (i e , dress or athletic footwear), and (vi) a typical apparel store such as T.J Maxx, Ross Dress for Less and/or Steinmart shall be exempt from the provisions of this Section

h. Fashion Bug

Provided Tenant is selling large size women's apparel in the Leased Premises, then upon the commencement of operation in the Shopping Center, excluding the Target Parcel, Landlord shall not enter into any leases of any retail store selling large size (14 and up) women's clothing. Notwithstanding anything to the contrary contained herein, the foregoing restrictions shall not be applicable to (a) a store operating under the trade name "Dress Barn" or "Dress Barn Women", (b) any tenant occupying fifteen thousand square feet or more of contiguous space and operating under a single trade name, and (c) the tenants listed on Exhibit G", whose use clauses as of the date of this Lease permit the sale of such merchandise without the consent of Landlord

i. Biaggi's

No portion of the Shopping Center, other than the premises and the Target Tract, shall be used for the operation of a restaurant or food service which features Italian cuisine or similar cuisine Examples of restaurants which would violate exclusive include Maggiano's, Brio Tuscan Grille, Bravo Italian Kitchen, Carrabba's, Romano's Macaroni Grille, Il Fornaio, Olive Garden, Buca, Bertucci's, Johnny Carino's and any restaurant using the words "trattoria", "ristorante", "cuccina' or "Italiano" in its name

j Factory Card Outlet:

Landlord shall not lease any space in the Shopping Center to any person(s) other than Tenant, for the primary purpose of operating a greeting card, party supplies, or Halloween merchandise store, excluding existing leases and the Target Parcel

k. BoRics

Landlord shall not occupy or use, not suffer nor permit to be occupied or used, the operation of a value priced/discount hair salon, including but not limited to Great Clips, Fantastic Sams, Super Cuts, etc This provision shall not prevent Landlord from leasing to a full service, full price hair salon or day spa, including but not limited to an Aveda salon and retail center

l Pier One Imports

Landlord shall not lease space in the Shopping Center for the use or purpose of selling or displaying for sale wicker or rattan furniture or decorative household furnishings that is of an imported nature and is intended to be used in sunrooms, living, dining and kitchen areas and on patios, or housewares imported from the Far East or Europe customarily sold in Pier 1's retail stores unless such use is incidental to such business Incidental use shall not exceed the lessor of 500 square feet or 10% of the floor area for such business Does not apply to tenant leases leasing more than 20,000 square feet, a traditional American furniture store such as Ethan Allen or a business primarily selling mattresses

m. Dollar Mania.

Landlord shall not lease any space within the Shopping Center to any tenant for use as a "dollar store" such as Dollar Tree, Dollar Bills or Deal$ - Nothing Over A Dollar, whose merchandise primarily consists of price-points of one dollar ($1 00) or less Landlord shall not be restricted from leasing space within the Shopping Center to those tenants, such as Family Dollar or Dollar General, whose merchandise may consist of price-points over one dollar ($1 00) Not applicable to tenants above 20,000 sf

EXHIBIT F

UNCONDITIONAL GUARANTY OF LEASE

(Intentionally Deleted)

SAMPLE FORM

EXHIBIT G

ESTOPPEL CERTIFICATE

The undersigned, as Tenant, does hereby certify to you as Landlord pursuant to Section _____ and Section _____ of the Lease Agreement made on _____, as amended _____, 200_, by and between _____, an _____ ("Landlord"), and _____ ("Tenant"), the following matters effective as of the date hereof'

1 The undersigned has accepted possession of the Leased Premises pursuant to the terms of the Lease Agreement.

2 The space required to be provided by Landlord according to Section 1 01 of the Lease Agreement has been completed in all respects *(Tenant has completed all improvement required to be made by it pursuant to the Lease, Exhibit B)* In the event Tenant defaults under the terms of the Lease, the Lease provides that the Landlord may recover all damages set out is the Lease and all damages available under applicable law, which include the recovery of the unamortized value remaining at the time of such default of any tenant finish allowance paid by Landlord pursuant to the Lease

3 The Lease Agreement is in full force and effect and has not been assigned, modified, supplemented or amended, and the Lease Agreement represents the entire agreement between the parties as to the Lease Agreement and/or Tenant's right to the Leased Premises

4 The Delivery Date of the Lease Agreement is _____, 200_ The Rental Commencement Date of the Lease Agreement is _____, 200_ The Lease Agreement expires on _____, 200_

5 Exhibit A attached hereto is a true and correct copy of the Lease Agreement

6 Landlord has satisfied all conditions under the Lease Agreement in the nature of inducements to Tenant's occupancy *(No improvements to the leased premises were required by the terms of the Lease to be made by Landlord.)*

7 To the best of Tenant's knowledge, Landlord, as of this date, is not in default under the terms and conditions of the Lease, nor has Landlord committed any breach thereof which, alone or with the passage of time, the giving of notice, or both, would constitute a default thereunder and Tenant has not given to Landlord any notice or default or breach To the best of Tenant's knowledge, on this date Tenant has no defenses, offsets or counterclaims against Landlord's enforcement of the Lease Agreement or Tenant's payment of rent and other charges thereunder

Dated this _____ day of _____, 200_

Tenant _____

By _____
Printed _____
Title _____

STATE OF _____)
) SS
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known and by me known who acknowledged the execution of the foregoing "Estoppel Certificate" on behalf of said _____

WITNESS my hand and Notarial Seal this _____ day of _____, 200_

_____
Notary Public

_____
(Printed Signature)

My Commission Expires _____

My County of Residence _____

SAMPLE MEMO

EXHIBIT H

LEASE COMMENCEMENT DATE MEMORANDUM

LANDLORD

TENANT

LEASE DATE

PREMISES CENTER NAME
CENTER ADDRESS
CENTER ADDRESS

Square Feet of Premises
Square Feet of Shopping Center

Rent shall commence under the following rates

Gross Leasable Area of the Leased Premises

Base Rent		Annual	Monthly	Partial Month	Per Sq Ft.
	Years 1-5	$0 00	$0 00	$0 00	$0 00
	Years 6-10	$0 00	$0 00	$0 00	$0 00
Additional Rent – Operating Expenses (Estimated)					
	Taxes	$	$	$	$
	CAM	$	$	$	$
	Insurance	$	$	$	$
		$	$	$	$

Option Terms		Annual	Monthly	Partial Month	Per Sq Ft
	Years 6-10	$0 00	$0 00	$0 00	$0 00
	Years 11-15	$0 00	$0 00	$0 00	$0 00

Commencement Date for Base Rent

Commencement Date for Additional Rent

Lease Expiration Date

LANDLORD	TENANT
By _____	By _____
Its _____	Its _____
Date _____	Date _____

SAMPLE LETTER

EXHIBIT H-1

NOTICE OF DELIVERY OF PREMISES
(DATE)

TENANT NAME
ADDRESS
CITY/STATE

As of the date hereof, Landlord, _____, hereby notifies Tenant, _____, that the Premises are substantially constructed and possession is hereby delivered and ready for Tenant's occupancy as of this _____ day of _____, 200__ Landlord and Tenant agree that items on the Punch List are to be completed by _____ If not substantially completed by said date, rent commencement shall be deferred each day until completed

_____
Landlord

Acceptance by Tenant (Tenant's Name)

_____
Authorized Signature

By _____

Its _____

Date _____

SAMPLE LETTER

EXHIBIT H-2

NOTICE FOR UTILITY SERVICE ON PREMISES
(DATE)

TENANT NAME
ADDRESS
CITY/STATE

Dear Tenant.

This letter shall serve as notice that as of the _____ day of _____, 200__, it is the responsibility of _____ (Tenant) to contact and arrange for all utility service to be billed directly to the Tenant. The representatives for electric regarding your storeroom is as follows

Company	Phone #
CINERGY ELECTRIC	(800) 521-2232

The Town of _____ provides a master meter including an individual metering system for your storeroom A separate invoice shall be sent via mail from Premier Properties USA, Inc exclusive from your monthly rent and CAM charges

_____
Landlord

Failure to notify the utilities as directed may result in an interruption of service as Premier Properties USA, Inc. has instructed the utilities to be disconnected as of the above date.

Tenant Billing

Sofa Express
Here today Home tomorrow

4600 South Hamilton Road
Groveport, Ohio 43125
614 836 4800 tele
614 836 4809 fax
www sofaexpress com

February 1, 2004

Evansville Pavilion, LLC
c/o Premier Properties USA, Inc
5252 East 82nd Street, Suite 300
Indianapolis IN 46250
Attn Property Manager

RE Lease of Premises at Evansville Pavilion, Evansville, Indiana

Sofa Express, Inc , an Ohio corporation, is merging with affiliate company Sofa Connection, Inc a Tennessee corporation In 2002, Sofa Express, Inc and Sofa Connection Inc began to combine their business operations Effective February 21 2004, the Ohio corporation will be merged into the company currently known as Sofa Connection Inc After the merger, the name "Sofa Connection Inc " will be changed to "Sofa Express Inc "

As a result of merging the companies, the tenant to the Lease will be the successor corporation, Sofa Express, Inc , a Tennessee corporation qualified to do business in the State of Ohio effective February 21, 2004 Collectively, the two companies operate fifty-five (55) retail showrooms and five (5) warehouses in Florida, Georgia, Indiana Kentucky, North Carolina, Nevada, Ohio, South Carolina and Tennessee The retail showrooms will be operated under the trade name "Sofa Express' for the intended purpose of the retail sale of living room and family room furniture, utilizing unique marketing strategies

Notices under the Lease will continue to be sent to

Sofa Express, Inc
4600 South Hamilton Road
Groveport, Ohio 43125
Attn Kenneth J Paul, President, or
K Scott Pasquith Chief Financial Officer

With copies to

Kagay, Albert, Diehl & Groeber
6877 North High Street, Suite 300
Worthington, Ohio 43085
Attn Robert H Albert, Esq

Please direct all inquiries regarding this matter to Scott Pasquith Scott may be reached at Sofa Express Inc , 4500 South Hamilton Road, Groveport, Ohio 43125, 614-343-3107 (phone) 614-836-6174 (facsimile transmission) or spasquith@sofaexpress com (electronic transmission)

Sincerely

Ken Paul, President

FRIEDMAN SCHUMAN

Applebaum, Nemeroff & McCaffery

A Professional Corporation

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SENDER'S EMAIL
ADUBROFF@FSALAW COM

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Kerry Scott Schuman*
David A Applebaum†
Robert H Nemeroff
Daniel D McCaffery
Jeffrey R Hoffmann†§
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* Also admitted to practice in NJ
§ Also admitted to practice in FL
¶ Also admitted to practice in DE

BUCKS COUNTY OFFICE
8 W Oakland Avenue
Doylestown, PA 18901
215 635 7200

NEW JERSEY OFFICE
9 Tanner Street, Suite 10
Haddonfield NJ 08033
856 616 8818

DELAWARE OFFICE
Suite 728
1201 N Orange Street
Wilmington, DE 19801
302 884 6730

OF COUNSEL
Jon D Fox

252 248

April 10, 2008

OVERNIGHT MAIL
Sofa Express, Inc
c/o BMC Group
1330 East Franklin Avenue
El Segundo, CA 90245

Re Sofa Express, Inc , Debtor
US Bankruptcy Court, Middle District of Tennessee
Nashville Division – Chapter 11
Case No 07-09024 (Judge Paine)

Dear Sir/Madam

This office represents Evansville Pavilion, LLC, a creditor in regard to the above-captioned bankruptcy matter Enclosed for filing, please find an original and copy of two Proofs of Claim on behalf of Evansville Pavilion One claim represents our client's administrative claim and the other claim is a general unsecured claim

Please return a time-stamped copy of each to my attention in the enclosed, self-addressed stamped envelope

If you have any questions, please do not hesitate to contact me

Cordially,

ALLEN B DUBROFF

ABD/kmc
Enc
cc Evansville Pavilion, LLC

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