Fill in this information to identify the case:

Debtor 1 YOGAWORKS, INC., a Delaware C-Corporation

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware, Wilmington Division

Case number 1:20-bk-12599

E-Filed on 11/16/2020
Claim # 39

Official Form 410

Proof of Claim

04/19

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?**

AMREIT SPF SHADOW CREEK, LP
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
John Mayer Name	_____ Name
c/o Ross, Banks, May, Cron & Cavin, PC 7700 S Number Street	_____ Number Street
Houston TX 77063 City State ZIP Code	_____ City State ZIP Code
Contact phone (713) 626-1200	Contact phone _____
Contact email jmayer@rossbanks.com	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

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

6. **Do you have any number you use to identify the debtor?**

☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 4 1 1

7. **How much is the claim?** $ 223,121.83 . **Does this amount include interest or other charges?**

☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Goods Sold

9. **Is all or part of the claim secured?**

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**

☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 77,843.71

11. **Is this claim subject to a right of setoff?**

☑ No
☐ Yes. Identify the property: _____

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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$ 0.00
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$ 0.00
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ 0.00
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ 0.00
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$ 0.00
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$ 0.00

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 11/16/2020
MM / DD / YYYY

John Mayer
Signature

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

Name: John Mayer
First name Middle name Last name

Title: Attorney

Company: Ross, Banks, May, Cron & Cavin, PC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone _____ Email _____

Attachment 1 - Proof of Claim.pdf
Description -

Fill in this information to identify the case:	
Debtor 1	Yoga Works, Inc.
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	District of Delaware
Case number	20-12599

Official Form 410

Proof of Claim

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?

AmREIT SPF Shadow Creek, LP
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
AmREIT SPF Shadow Creek, LP Name	Name
4801 Woodway Drive, Suite 450 E Number Street	Number Street
Houston TX 77056 City State ZIP Code	City State ZIP Code
Contact phone 713-860-4963	Contact phone
Contact email DDichiara@edens.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

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

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 4 1 1

7. **How much is the claim?** $ 223,121.83. **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 77,843.71

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

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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 11-16-2020
MM / DD / YYYY

Diane DiChiara
Signature

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

Name: Diane DiChiara
First name Middle name Last name

Title: Regional Property Manager

Company: Edens
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 4801 Woodway Drive, Suite 450 E
Number Street

Houston TX 77056
City State ZIP Code

Contact phone: 713-860-4963 Email: DDichiara@edens.com

Amount of Claim

Prepetition Arrears		$77,843.71
Rejection Damages Lost future rents for 12 months 11 USC Sec 502(6)		
Monthly		
Base Rent	$9,625.00	
CAM	$886.51	
Insurance	$73.00	
Taxes	$1,522.00	
Monthly Total	$12,106.51	
	x 12 months =	$145,278.12
Total Amount for Proof of Claim		$223,121.83

Exhibits

Exhibit 1 – Lease
Exhibit 2 – First Amendment of Lease
Exhibit 3 – Assignment and Assumption Agreement
Exhibit 4 – Landlord's Consent to Assignment
Exhibit 5 – Statement of Account

Certificate of Service

I certify that this Proof of Claim was filed with BMC Group, Inc., Clams and Noticing Agent for the Debtors, and that true copies of this Proof of Claim were served by mailing same by regular United States mail, properly addressed and postage prepaid to:

Debtors:

Yogaworks, Inc., et al
2215 Main Street
Santa Monica, CA 90405

Debtors' Attorneys:

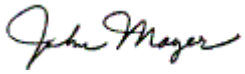
Alan J. Friedman.
Melissa Davis Lowe
Shulman Bastian Friedman & Bui LLP
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618

Thomas J. Francella, Jr.
Cozen O'Connor
1201 North Market Street, Suite 1001
Wilmington, DE 19801

U.S. Trustee:

United States Trustee Delaware
844 King Street, Suite 2207
Lockbox 55
Wilmington, DE 19801

This service was completed on November 16, 2020.



John Mayer
Ross, Banks, May, Cron & Cavin, P.C.
7700 San Felipe, Suite 550
Houston, Texas 77063
Hone 713-626-1200
Email jmayer@rossbanks.com

AMREIT
EXHIBIT 1

LEASE

THIS LEASE (the **"Lease"**) is made as of the 16 day of April, 2014, by and between AmREIT SPF Shadow Creek, LP, a Delaware limited partnership (**"Landlord"**), and YogaOne Studios Pearland LLC, a Texas limited liability company (**"Tenant"**).

The parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings hereinafter set forth throughout this Lease:

A. **"Base Rent"** - The base rent payable by Tenant during the Term, as follows:

YEARS	PSF	ANNUALLY	MONTHLY
1 - 2	$28.00	$98,000.00	$8,166.67
3 – 5	$30.00	$105,000.00	$8,750.00
Renewal Term:			
6 -10	$33.00	$115,500.00	$9,625.00

B. **"Broker"** – Zann Commercial Brokerage, Inc.

C. **"CAM Payment"** - the monthly payment by Tenant for Tenant's Pro Rata Share of CAM Expenses. The initial monthly CAM Payment is estimated by Landlord to be $1,458.33; however, the CAM Payment is subject to adjustment from time to time during the Term.

D. **"Commencement Date"** – the date that this Lease shall commence, being the date Landlord delivers possession of the Premises to Tenant in the condition required herein.

E. **"Common Area"**- the areas of the Shopping Center designated from time to time by Landlord for use in common by tenants, including the surface parking area in front of the Premises.

F. **"Effective Date"** - the date this Lease is duly executed by Landlord and Tenant and Landlord's delivery of same to Tenant.

G. **"Expiration Date"** - the date which is the last day of the sixtieth (60th) full calendar month after the Rent Commencement Date.

H. **"Guarantor"** – Steven Hale and Roger Rippy, individuals, jointly and severally, or any guarantor of Tenant's obligations hereunder.

I. **"Initial Alterations"** - the modifications to the Premises to facilitate Tenant's use of the Premises as approved by Landlord and performed in accordance with Landlord's Construction Requirements outlined in **Exhibit C**. Initial Alterations shall mean only fixtures, paint, wall coverings, floor coverings, electrical, HVAC, and/or plumbing upgrades and shall not include furniture, removable trade fixtures, and/or equipment.

J. **"Land"** - that certain real property on which the Shopping Center is situated, located in the City of Pearland, County of Brazoria, and State of Texas, further defined in **Exhibit A**.

K. **"Landlord's Notice Address"** - 8 Greenway Plaza, Suite 1000, Houston, Texas 77046, Attention: Legal Department, Facsimile Number 713-850-0498.

L. **"Permitted Use"** - The Premises shall be used solely and continuously by Tenant for the operation of a bikram yoga studio offering yoga and Pilates, and incidental thereto, related services and retail merchandise, and as an ancillary service, Tenant, at Tenant's option, may install a smoothie or juice bar within the Premises for servicing Tenant's fitness studio customers, subject to provisions set forth in Exhibit I, and for no other use or purpose. Notwithstanding the foregoing Permitted Use, or any term or provision to the contrary in this Lease, in no event shall Tenant sell or offer any item or product, or use the Premises, in violation of the exclusive use and prohibited use provisions set forth in **Exhibit I** hereto.

M. **"Premises"** - that space shown hatched on the site plan attached hereto as **Exhibit A-2**, located at 2810 Business Center Drive, Suite 102, in the Shopping Center deemed to be 3,500 rentable square feet for the purposes of this Lease.

N. **"Prepaid Rent"** - $9,625.00, which is comprised of the first month's Base Rent and Tenant's Pro Rata Share of CAM Expenses, to be paid by Tenant to Landlord upon execution of this Lease (in addition to the Security Deposit).

O. **"Property"** - collectively, the Premises, the Land, the Shopping Center and any other building or improvements now or hereafter constructed on the Land, as further defined in **Exhibit A**.

P. **"Rent Commencement Date"** – the date on which Rent shall commence, which shall be forty (40) days after the Commencement Date. Payment of the CAM Payment will commence on the Rent Commencement Date as well.

Q. **"Security Deposit"**- $10,208.33, to be paid by Tenant to Landlord upon execution of this Lease (in addition to the Prepaid Rent).

R. **"Shopping Center"** - the retail shopping center known as Shadow Creek Ranch Town Center located at State Highway 288 and FM 518 (Broadway), Pearland, Texas, as shown on **Exhibit A-1**, attached hereto.

S. **"Tenant Improvement Allowance"** - $5.00 per square foot contained in the Premises; for a total of $17,500.00; payable to Tenant in accordance with **Exhibit C.**

T. **"Tenant's Notice Address"** – 2316 Sheridan Street, Houston, Texas 77030; Phone: 832-215-1729 Fax: N/A; email: roger@yogaonehouston.com.

U. **"Tenant's Pro Rata Share"** - The percentage for allocation of expenses of the Shopping Center to the Premises, which shall be computed by multiplying the whole of the CAM Expenses, including Taxes and Insurance, by a fraction, the numerator of which is the total square footage of floor area of the Premises and the denominator of which is the total square footage of leasable floor area of all buildings on the Property as of the first day of the calendar year to which such CAM Expenses relate. Notwithstanding the foregoing, or any term or provision to the contrary in this Lease, when determining Tenant's Pro Rata Share (i) there shall be excluded from the denominator of such fraction (i) the floor area of non-selling mezzanines (if any), passageways, service corridors, Shopping Center offices, storage areas, utility rooms, sprinkler rooms and other non-selling areas that are not a part of any specific tenant's or occupant's demised premises, and (ii) the square footage of the floor area of any area of the Shopping Center with no customer entrance that is not a part of a specific tenant's or occupant's demised premises. In addition, notwithstanding the foregoing, or any term or provision to the contrary in this Lease, (i) with respect to specific items/services included within CAM Expenses (by way of example only, and not limitation, trash removal service), the square footage of the demised premises of all other tenants

or occupants of the Shopping Center who do not include such item/service in the calculation of their share of common area expenses because said tenants or occupants contract for such item/service directly shall be excluded from the denominator of such fraction when determining Tenant's Pro Rata Share (e.g., if a tenant or occupant contracts for its own trash removal service and trash removal service is not a part of such tenant's or occupant's common area expense obligation, the square footage of the demised premises of such tenant or occupant shall be excluded from the denominator of such fraction when determining Tenant's Pro Rata Share of trash removal service costs and expenses), and (ii) the square footage of all demised premises leased or occupied by ground lessees (or owned by owners of outparcels within the Shopping Center, if any) who do not contribute on a pro rata or proportionate share basis to the Shopping Center's CAM Expenses because they are obligated to maintain their demised premises and/or certain common areas within and/or appurtenant/adjacent to their ground leased (or owned) demised premises separately (e.g., Landlord does not provide said maintenance) shall be excluded from the denominator of such fraction when determining Tenant's Pro Rata Share.

V. **"Term"** - the period commencing on the Commencement Date and ending on the Expiration Date.

W. **"Trade Name" -** The name utilized by Tenant in its business in the Premises, which is "YogaOne Studios".

2. **PREMISES AND TERM.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises located in the Shopping Center for the period commencing on the Commencement Date and ending on the Expiration Date. The Premises shall be used and occupied by Tenant solely for the Permitted Use and for no other purpose without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall execute an Acknowledgment of Delivery upon receipt of keys to the Premises and within ten (10) days after the Rent Commencement Date, Tenant shall execute an acceptance letter in the form of **Exhibit B** annexed hereto (the "**Acceptance Letter**"), however Tenant's failure to execute the Acceptance Letter shall not affect the Commencement Date or the Rent Commencement Date.

3. **RENT.**

A. **Base Rent**. Tenant shall pay Landlord monthly installments of Base Rent at the Landlord's Notice Address or at such other place designated in writing by Landlord, monthly, in advance, on the first day of each calendar month during the Term, without notice or demand and without any setoff, abatement or counterclaim. Upon the execution of this Lease, Tenant shall pay Landlord the first installment of Base Rent which shall be applied to the first full calendar month of Base Rent due and payable after the Rent Commencement Date. All sums of money required to be paid under this Lease, including Base Rent, the CAM Payment and all other payments required to be made by Tenant hereunder (sometimes collectively referred to herein as **"Additional Rent"**), shall be considered rent (and are sometimes collectively referred to herein as **"Rent"**) whether or not specifically designated as such. If the Rent Commencement Date does not occur on the first day of a calendar month or if the Term does not expire or terminate on the last day of a calendar month, Base Rent and any Additional Rent payable hereunder shall be prorated for such partial month on the basis of a thirty (30) day month.

B. **Additional Rent**. Tenant shall pay to Landlord, as Additional Rent, in the same manner as the Base Rent, Tenant's Pro Rata Share of the CAM Expenses. Further, Tenant shall pay, as Additional Rent, the cost of any additional services provided by Landlord to Tenant.

C. **Application of Payments.** Landlord shall apply any payments received from Tenant in the following order: (a) First, toward any Additional Rent outstanding; (b) second, toward any past due Base Rent; and (c) third, toward the payment of any Base Rent. Further, no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of the Lease, nor constitute an accord or satisfaction.

D. **Late Charges and Returned Checks Fee.** If any installment of Base Rent or Additional Rent or any other payment of Rent under this Lease shall not be paid within five (5) days of when due, a Late Charge ("**Late Charge**") of five cents ($0.05) per dollar so overdue may be charged by Landlord to defray Landlord's administrative expense incident to the handling of such overdue payments. Each Late Charge shall be payable on demand. In addition to any applicable Late Charge, any payment checks received from Tenant and returned to Landlord from the depository bank marked "not sufficient funds" shall be subject to an additional fee of $200.00 per check so returned.

4. **COMMON AREAS AND EXPENSES.**

A. **Access to Common Areas.** During the Term, Tenant and its customers are entitled to the nonexclusive use (in common with others entitled thereto) of the Common Areas, subject to the terms of this Lease and any rules and regulations promulgated by Landlord. All Common Areas which Landlord elects or is obligated to provide and maintain are subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all such facilities and areas. Landlord may, in its sole discretion, change the number, restripe, redesign, relocate, or modify the entrances and exits, to and from the parking areas, and the parking spaces. Landlord may change from time to time the dimensions and location of the Common Areas and to construct additional buildings or additional stories on existing buildings or other improvements in the Property. However, Landlord will not rearrange the Common Areas in a way which prohibits access to the Premises or removes substantially all the existing parking spaces in the proximity of the Premises. Tenant shall not conduct, solicit business or display merchandise within the Common Areas, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close any part of the Common Areas for such periods of time as Landlord deems necessary to prevent the public from obtaining prescriptive rights, or to make repairs or alterations.

B. **Common Area Maintenance Expenses**. Landlord agrees to operate, maintain and repair the Common Areas throughout the Term. The Shopping Center Common Area operating, maintenance and repair expenses (the "**CAM Expenses**") include the aggregate of all costs and expenses paid or incurred by or on behalf of Landlord, whether structural, non-structural, foreseen or unforeseen, relating to the ownership, maintenance and operation of the Shopping Center, Common Areas, parking facilities, roofing systems, sidewalks, or any other areas related to the Property for which Landlord shall have a repair or maintenance obligation. CAM Expenses shall be determined on an accrual basis in accordance with generally accepted accounting principles consistently applied. Without limiting the generality of the foregoing, CAM Expenses shall include the cost of: (i) replacing and repairing any facilities of the Common Areas, (ii) policing and protecting the Common Area, (iii) cleaning, painting, inspecting, landscaping of the Common Areas, (iv) premiums for worker's compensation and employer's liability insurance, wages, unemployment taxes and social security taxes for all on-site employees at the Property, (v) personal property taxes, licenses and permits levied or chargeable against the Shopping Center, (vi) supplies, sound equipment, electricity, lighting fixtures and bulbs, seasonal and/or holiday decorations for the Shopping Center (vii) rentals paid for equipment rented or leased or used in the operation and maintenance of the Shopping Center, (viii) traffic control, watchman or security service (if Landlord in its sole discretion elects to provide same), (ix) a management fee not to exceed four percent (4%) of the Base Rent and Additional Rent for the management and operation of the Property, (x) intentionally omitted, (xi) all ad valorem taxes, taxes in lieu of ad valorem taxes (irrespective of what such tax is called, including, without limitation, any tax imposed upon or measured by Landlord's income or profits as part of the same legislation or related series of legislation adopted in the same legislative session, linked to a mandated reduction in real estate ad valorem taxes, whether such mandate is included in the legislation imposing such tax or in any one of the related series of legislation adopted in the same legislative session), and other taxes, fees, assessments and governmental charges levied against or taxing the Property or its operation (**"Taxes"**) for any whole or partial tax year or period occurring during the Term, and all costs and expenses directly incurred by Landlord in

contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such Taxes or assessments, and (xii) all insurance that Landlord is obligated or deems necessary to carry ("**Insurance**") covering the Shopping Center and the Property. The maintenance and repairs for the Common Areas includes only those repairs and replacements, and the supplies and materials therefor which in Landlord's reasonable judgment, are necessary to enhance and preserve the utility of the Common Areas. Taxes shall include, but not be limited to the tax imposed under Chapter 171 of the Texas Tax Code (the "**Texas Margin Tax**"), which taxes shall be considered imposed as revenues are earned during the measurement period on which the tax is based notwithstanding anything contained herein to the contrary, whether otherwise belonging to or chargeable against Landlord or Tenant. The Texas Margin Tax shall be presumed to be equal to (i) the ratio of (A) total rents and other amounts paid by Tenant to Landlord during a measurement period on which a Texas Margin Tax report is based to (B) total rents and other related amounts received by Landlord from all Texas tenants during that period multiplied by (ii) the Texas Margin Tax liability incurred by Landlord with respect to total rents and other related amounts received during that period, including the Texas Margin Tax liability of a combined reporting group of which Landlord is a member that is attributable to rents and other related amounts received by Landlord, and where Texas Margin Tax liability is incurred as revenues are earned during the measurement period on which the tax is based.

Notwithstanding anything set forth above to the contrary, CAM Expenses shall not include costs or expenses which properly constitute capital expenditures under generally accepted accounting principles consistently applied; *provided*, however, Landlord may include in CAM Expenses those capital expenditures or other costs or expenses incurred by Landlord (the "**Authorized Capital Expenditures**") relating to, associated with or in connection with Landlord's compliance with applicable laws, rules and regulations, whether now existing or hereafter enacted, specifically including the Americans With Disabilities Act of 1990 (the "**ADA**") and any Life Safety Appendix to any municipal building code (the "**Life Safety Code**") with respect to the Common Areas, and those costs and expenses related to equipment intended to increase energy efficiency of the Property. The costs of any such Authorized Capital Expenditures shall be amortized on a straight line basis beginning in the year of installation and continuing for the useful life thereof, but not less than ten (10) years, using a per annum interest factor equal to two percent (2%) above the prime rate in effect on the date of installation. The amount of amortization for such Authorized Capital Expenditures shall be included in CAM Expenses for each year to which the amortization relates. Additionally, CAM Expenses shall not include the following: (i) the cost of any work which Landlord performs solely for any other tenants and the costs of any services rendered or costs reimbursed to a tenant which are not generally rendered or reimbursed to other tenants; (ii) the cost of repairs or maintenance costs necessitated by the negligence of Landlord, or its agents, contractors or employees, in the initial construction of the Shopping Center or the Premises or any defect thereof; (iii) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with development or leasing of the Shopping Center; (iv) any amounts for which Landlord is reimbursed by insurance or otherwise compensated, including direct reimbursement by any tenant; (v) replacement or repairs covered by construction contracts or contractor's warranties; (vi) expenses relating to vacant or vacated space; (vii) the costs, including without limitation any fees, taxes or costs, for furnishing water, sewer, gas, fuel, electricity, janitor or trash removal service or other utilities or services to those portions of the Shopping Center which are leased to tenants; (viii) the costs of acquiring property and/or new construction or renovation of the Shopping Center or the Premises; (ix) any bad debt or rental loss and any reserves or insurance for such losses; (x) the cost of Landlord's federal, state or local income taxes; (xi) interest or principal payments on any mortgage or deed of trust or any ground lease payments; (xii) reserves for anticipated future expenses; and (xiii) with respect to any personnel costs included by Landlord in CAM Expenses, if such personnel do not work exclusively for the Shopping Center, the portion of such costs equivalent to the percentage of time spent by such personnel on matters other than the Shopping Center.

Notwithstanding the foregoing, for the purposes of calculating Tenant's CAM Payment obligations for each calendar year after the first full calendar year of the initial Term, the aggregate Controllable CAM Expenses (hereinafter defined) that may be included in CAM Expenses shall not increase by more than five percent (5%)

per year, on a cumulative and compounding basis. For avoidance of doubt, Landlord is entitled to the benefit of the full amount of any unused cap room from prior years when calculating the applicable cap amount for the then current year. The term "Controllable CAM Expenses" means only those CAM Expenses within the reasonable control of Landlord, thus excluding Insurance premiums, Taxes, utilities, security (if any), snow and/or ice removal, any costs incurred to comply with applicable laws, and all other costs beyond Landlord's reasonable control. Nothing in this provision shall cap, or otherwise apply to reduce, Tenant's obligations with respect to (i) CAM Expenses which are not Controllable CAM Expenses, for any year, or (ii) Controllable CAM Expenses for the first calendar year of the initial Term of this Lease. In addition, notwithstanding the foregoing, if the Term shall be extended for one or more renewal terms, Tenant's CAM Payment obligations for the first full calendar year of each such renewal term (and any partial calendar year at the beginning of such renewal term) shall be at the then current rates (i.e., without any "cap"), and beginning with the second full calendar year of such renewal term the aggregate Controllable CAM Expenses that may be included in CAM Expenses shall not increase by more than five percent (5%) per year, on a cumulative and compounding basis.

Tenant agrees to pay, as Additional Rent, Tenant's Pro Rata Share of the CAM Expenses. During the period from the Rent Commencement Date to the end of the first calendar year of the Term, Tenant's monthly payment toward this obligation (individually a "**CAM Payment**" and cumulatively the "**CAM Payments**") shall be in the amount set forth in Section 1 and is payable in advance upon the first day of each calendar month. Thereafter, Tenant shall pay monthly, during the Term, as Additional Rent, one-twelfth (1/12th) of Landlord's estimate of Tenant's CAM Payment for the then-current calendar year. Landlord shall give Tenant written notice of such estimated amounts, and Tenant shall pay such amounts monthly to Landlord at the same time as monthly Base Rent. Following the end of each calendar year, Landlord will submit to Tenant a statement showing CAM Expenses for the preceding calendar year along with a reconciliation of Tenant's estimated payments as compared to Tenant's actual CAM Payment for such calendar year (**"CAM Statement"**). Within thirty (30) days after receipt of a CAM Statement, Tenant shall pay Landlord any additional amounts owed as shown on the CAM Statement. If Tenant's CAM Payments paid to Landlord during the previous calendar year exceeds Tenant's Pro Rata Share of the actual CAM Expense, then Landlord shall credit the difference to Tenant against the next due CAM Payments or refund such amount to Tenant if the Lease Term has expired. Any CAM Payments shall be prorated for any partial calendar year. Tenant's obligation to pay any amounts due under this Section shall survive the Expiration Date or earlier termination of this Lease. Landlord shall retain the right for up to two (2) years after delivery of a CAM Statement to make revisions to such CAM Statement to reflect corrections to the data contained therein. Any additional amounts shown as being owed by the Tenant on such corrected CAM Statement shall be paid within thirty (30) days after receipt thereof. Tenant shall also pay, before delinquency, any taxes levied or assessed upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property within the Premises.

Landlord shall keep separate books of account and records covering all CAM Expenses for at least one (1) year after the close of each calendar year. Tenant and its duly authorized representatives shall have the right to audit and inspect Landlord's books and records relating to CAM Expenses only to the extent expressly provided herein. Any such audit (a) shall be conducted at Tenant's sole cost and expense, except as provided otherwise below; (b) shall be conducted only within ninety (90) days after the date Landlord has delivered the CAM Statement to Tenant for any applicable calendar year; (c) shall concern only one (1) calendar year; (d) shall be conducted where such records are customarily maintained during regular business hours and upon five (5) business days advance written notice to Landlord; and (e) shall be performed by a certified public accountant applying generally accepted accounting principles and who shall not be employed, engaged, or compensated on a contingency fee basis. If Tenant's audit of such records shall disclose that Tenant's aggregate annual payments on account of CAM Expenses was greater than Tenant's actual Pro Rata Share thereof, Landlord shall, within twenty (20) days after written notice thereof, refund any excess paid by Tenant. If Tenant's audit shall disclose that Tenant's aggregate annual payment was greater than Tenant's actual Pro Rata Share by more than five percent (5%), Landlord shall also pay to Tenant, within five (5) days after written demand from Tenant, the reasonable costs of the audit, not to exceed $1,500.00. If Tenant does not provide written notice to Landlord of

Tenant's election to audit the CAM Expenses within ninety (90) days following Tenant's receipt of the CAM Statement, as set forth above, it shall be conclusively deemed that Tenant shall have forever waived any right to contest the amount of Tenant's Pro Rata Share of CAM Expenses reflected thereon.

5. TENANT'S INITIAL ALTERATION.

Subject to the substantial completion of Landlord's Work (as defined in Exhibit C, Article IV), Tenant hereby agrees to accept the Premises "AS IS". All costs of the Initial Alterations (including architectural, engineering and supervision fees) shall be paid by Tenant. Landlord agrees to reimburse Tenant the Tenant Improvement Allowance as defined in Section 1 of this Lease. Said Tenant Improvement Allowance shall be due and payable to Tenant pursuant to the terms and conditions outlined in **Exhibit C.**

6. PREMISES - TENANT MATTERS.

A. **Condition**. No representations, except as contained herein, have been made to Tenant respecting the condition of the Premises or the Property. **Subject to the substantial completion of Landlord's Work, Tenant hereby acknowledges and agrees that Tenant has inspected the Premises and the Property and accepts such Premises and the Property in their "AS IS, WHERE IS" conditions, with all faults and defects.** In addition, Tenant acknowledges and agrees that the Property and the Premises are suitable for the purposes for which they are being leased and for all other purposes. Tenant hereby waives any and all losses, costs, claims or liabilities which Tenant may incur which are in any way related to any change in the condition of the Premises or the Property. The taking of possession of the Premises by Tenant shall constitute Tenant's acknowledgment that the Premises or the Property are in satisfactory condition. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

B. **Alterations**. Tenant shall not make any alterations, additions or improvements (collectively, **"Alterations"**) to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld; provided however, Landlord may withhold its consent to any Alterations that would adversely affect (in the reasonable discretion of Landlord) (1) any structural component of the building of which the Premises is a part or any mechanical, electrical or plumbing component of such building, (2) the exterior appearance of the building of which the Premises is a part, (3) the appearance of the Common Area, (4) the value of the Premises or the building of which the Premises is a part, or (5) the provision of services to other tenants or occupants of the Shopping Center, and provided further that Landlord may withhold its consent to any Alterations that would violate any covenant or restriction applicable to the Shopping Center or any portion thereof, or any lease or similar agreement with respect thereto. If Landlord consents to any Alterations, including the Initial Alterations, to the Premises, such Alterations shall be performed at Tenant's expense by a contractor licensed and insured in the State of Texas and approved by Landlord, and subject to any covenants and conditions required by Landlord, including, without limitation, any construction rules and regulations promulgated by Landlord for the Shopping Center. Tenant shall give Landlord twenty (20) days' prior notice before commencing any Alterations. Tenant shall be responsible for any alterations, additions or improvements required by law to be made by Landlord to or in the Shopping Center as a result of Tenant's proposed Alterations. Upon the Expiration Date or sooner termination of the Term, any Alterations to the Premises, including the Initial Alterations, except movable furniture and trade fixtures, shall become Landlord's property and shall be surrendered with the Premises. Tenant shall keep the Premises and the Property free from liens arising out of any work performed on Tenant's behalf and shall not affect any interest of Landlord in the Premises or the

Property. Prior to the commencement of any Alterations to the Premises, including the Initial Alterations, Tenant shall deliver to Landlord written acknowledgments from all materialmen, contractors, artisans, mechanics, laborers and any other persons furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Premises that they will look exclusively to Tenant to obtain payment of all sums due in connection therewith and that Landlord shall have no liability for such costs. All Alterations to the Premises, including the Initial Alterations, made or requested by Tenant shall be at Tenant's sole cost and expense subject to any Tenant Allowance provided for in this Lease. NOTICE IS HEREBY GIVEN THAT **INDEMNITEES** ARE NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO **TENANT** OR ANYONE HOLDING THE **PREMISES**, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT **LANDLORD'S** INTEREST IN THE **PREMISES** OR THE **PROPERTY**. Notwithstanding the foregoing, Tenant may make interior, non-structural alterations, additions and improvements to the Premises without Landlord's further consent so long as (i) the same do not affect the structure or exterior appearance of the building or Premises, change the general nature or character thereof, affect the mechanical, life/safety or other utilities in the Premises, or require Landlord to make any alterations or additions to the Shopping Center, (ii) the cost thereof, together with all such alterations, additions or improvements made to the Premises during the prior twelve (12) month period, does not exceed $10,000.00 (in the aggregate), and (iii) Tenant gives Landlord at least twenty (20) days prior written notice of any such work.

C. **Maintenance and Repair**. Subject to any specific provisions herein to the contrary, Tenant shall maintain and repair the Premises and preserve same in the condition delivered to Tenant on the Rent Commencement Date, normal wear and tear excepted. Tenant's responsibilities therein include the repair and replacement of all lighting, heating, ventilation and air conditioning ("**HVAC**"), the storefront and all entry doors, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Premises. Tenant shall be responsible for repainting and redecorating the Premises, and making repairs, replacements and alterations as needed in a good and workmanlike manner in accordance with the terms herein. In addition, Tenant shall label its computer and telecommunications cabling upon installation of the same and, at Landlord's option shall remove such cabling upon the expiration of the Term or earlier termination of the Lease. Landlord shall repair or replace, at Tenant's expense, any damage to the Property caused by Tenant or Tenant's agents, employees, contractors, invitees or visitors. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably surrender to Landlord the Premises, broom clean, in the same condition as existed on the Rent Commencement Date, excepting only ordinary wear and tear.

Tenant hereby agrees to replace the canvas awnings attached to the exterior of the Premises, if any, at Tenant's sole cost and expense, at least once every three (3) years during the Term hereof, which time may be extended in writing by Landlord in its sole discretion. If any such replacements hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such replacement without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such replacement plus an administrative fee not to exceed five percent (5%) of the actual cost, which statement shall be immediately payable by Tenant.

All maintenance and repairs shall be done with materials and equipment of good quality and shall be in accordance with the then existing federal, state and local regulations regarding accessibility, health and safety. All such repairs and replacements shall constitute a part of the fee estate remainder subject to this Lease, and Tenant's rights, title and interest therein shall be limited to its right of possession and use during the Term.

Tenant shall be solely responsible, at Tenant's expense, to maintain and repair the HVAC unit(s) serving the Premises at all times during the Term; including but not limited to, the replacement of any such HVAC unit(s)

in the event of theft or vandalism thereof or thereto. Further, Tenant shall obtain an HVAC maintenance agreement, at Tenant's expense, with a maintenance contractor acceptable to Landlord, which maintenance agreement shall be kept and maintained in effect at all times during the Term of this Lease, and Tenant shall provide Landlord with evidence of such maintenance agreement, upon Landlord's request. Such agreement shall provide that it will not be cancelled or modified without at least thirty (30) days prior written notice to the Landlord. If Tenant shall neglect and/or fail to observe, keep or perform any of its obligations to maintain and repair the Premises in the time and manner provided in this Article and if such neglect and/or failure shall continue for ten (10) days after notice thereof, Landlord shall have the right to perform said maintenance and repairs. In the event Landlord does so perform Tenant's responsibilities for said maintenance and repairs, Landlord shall furnish Tenant a statement of the actual cost thereof plus an administrative fee not to exceed five percent (5%) of the actual cost, which statement shall be immediately payable by Tenant, as Additional Rent.

D. **Utilities**. Tenant shall not install, without Landlord's prior written consent, any equipment in the Premises (i) requiring an electrical current other than 120 volt, single phase, (ii) requiring special circuits or grounding or (iii) singularly consuming more than 1.5 kilowatts at rated capacity per Rentable Square Foot. All installation and maintenance costs of special electrical facilities shall be paid by Tenant, as Additional Rent, upon demand. Tenant shall separately arrange with, and pay directly to, a telephone service provider for the furnishing, installation and maintenance of all telephone services and equipment required by Tenant in the Premises.

Tenant is responsible, at its own expense, for the repair, replacement or relocation of all lines, conduits and pipes under the foundation of the Premises, and for any repairs and replacements caused by damage, stoppage or conditions which are the fault of Tenant, or Tenant's employees, agents, contractors, customers, concessionaires, invitees or licensees. Tenant is responsible for and shall pay, throughout the Term and until the rendering of the final bill, all meter installation charges and other charges for public or private utility and/or sanitary sewer services, including, without limitation, garbage pickup, gas, electricity, water, telephone and other utilities used or consumed in or about the Premises. Tenant shall be solely responsible for and shall pay to Landlord, as Additional Rent, within ten (10) days after receipt of Landlord's statement therefor, all costs and expenses incurred by Landlord, including, without limitation, fines, fees, charges and repair, replacement or installation costs, which result from the acts of Tenant or Tenant's business operations and are incurred by Landlord because of federal, state, county or municipal legislation, rules or regulations relating to environmental control; provided, however, that in the event Tenant is ordered directly by any governmental authority to comply with any such federal, state, county or municipal legislation, rules or regulations, Tenant shall proceed promptly and expeditiously to fully comply with such order and Tenant shall be solely responsible for, and shall bear all costs and expenses incurred in connection with, Tenant's compliance. Landlord is not liable for interruptions or failure in the supply of any such utilities, relocation of any line, lead or service, the relocation of which is required by Tenant's relocation of outlets in the interior of the Premises; maintenance of any lines, pipe or conduit in the interior of the Premises and connected to any such lead, line or service; or interruption of Tenant's business or damage to Tenant's property due to the stoppage or break in or the repair, replacement or relocation of any such lead, line or service.

If water and sewer service is not separately metered to the Premises, Tenant shall pay to Landlord, monthly, as billed, Landlord's good faith estimate of Tenant's share of the cost of water and sewer service furnished on such common water line, including the cost of third-party meter reading and billing services. Landlord reserves the right to require Tenant to install, at Tenant's expense, a water sub-meter if Tenant objects to such billings or if Landlord determines that Tenant uses more than its proportionate share of water compared with other tenants billed on such common water line.

E. **Signs**. Subject to Tenant's compliance with all applicable laws, and the sign criteria, and subject to Tenant's receipt of Landlord's prior written approval, Tenant shall have the right, at Tenant's sole cost and expense, to install (i) one (1) sign on the outside of the front of the building in which the Premises are located,

(ii) one (1) sign on the side of the building in which the Premises are located, and (iii) one (1) one-half (1/2) width sign panel on a Shopping Center monument sign. The size, design, and exact location of all signs installed by Tenant shall be mutually agreed upon by Landlord and Tenant and shall be in accordance with the Sign Criteria attached hereto as **Exhibit H**. Tenant shall not, without Landlord's prior written consent, install any exterior or interior window or door sign, or any other type of sign or placard visible from outside the Premises, wherever located. All signs and placards must comply with the sign criteria promulgated by Landlord for the Property and all applicable governmental laws and ordinances. Tenant shall pay all costs of fabrication, installation, and maintenance of all permitted signs and placards. Prior to vacating the Premises, Tenant shall, at its sole cost and expense, remove its sign(s) and placards and restore the surface beneath such signs or placards to the condition existing prior to installation of same.

F. **Use of Premises**. The Premises shall be used and occupied by Tenant solely for the Permitted Use.

7. **PREMISES - LANDLORD MATTERS.**

A. **Utilities.** Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewerage service to the Shopping Center.

B. **Operation of the Property**. Landlord shall operate and maintain the Property in accordance with the standards generally prevailing in the operation and maintenance of similar retail shopping centers situated in the general vicinity of the Shopping Center and in accordance with all applicable laws and regulations. Landlord is responsible for all capital expenditures for the foundations, structure and roof of the Shopping Center, as determined by Landlord, subject to any exceptions for such items as may be passed through as CAM Expenses. Landlord shall not be liable to Tenant, its employees, agents, invitees or licensees for damages or in any other way for losses due to any criminal act or for damage caused by unauthorized persons in the Premises or on the Property. Tenant shall reimburse Landlord for the cost of any repairs or maintenance performed by Landlord if caused by the negligence or criminal or willful misconduct of Tenant or its agents, employees, contractors, invitees, licensees, or visitors.

C. **Alterations, Repairs and Changes**. Landlord may do any of the following:

(1) Make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to service the Premises or other parts of the Property;
(2) Make changes in or additions to any part of the Property not in or forming part of the Premises;
(3) Change or alter the location of any areas of the Property which may be designated by Landlord for use during normal business hours by Tenant in common with other tenants and persons in the Shopping Center but under Landlord's exclusive control;
(4) Grant easement(s) on, over, under and above the Premises or Property;
(5) Change the Rentable Square Footage of the Premises in order to comply with applicable laws so long as Tenant's use of the Premises is not materially, adversely affected;
(6) Change the name or numbers of the Shopping Center; and
(7) Enlarge the Property by constructing improvements on the Land and by including within the Land other adjacent properties owned by Landlord or its affiliates, in which event, all such additions and improvements shall be treated as though they are part of the Property and, at Landlord's option, all CAM expenses, real property taxes and other pro rata payments required of Tenant hereunder shall apply to such additions and improvements.

D. **Entry**. Landlord may enter the Premises at any time in an emergency without notice, or at all reasonable times upon prior notice (which notice may be by telephone) for any purpose permitted hereunder, including, without limitation, showing the Premises to prospective tenants during the last six (6) months of the Term and

showing the Premises to purchasers or lenders and posting notices at any time during the Term. Landlord shall use reasonable efforts to minimize interference with Tenant's conduct of business in connection with Landlord's performance of any work.

8. **ASSIGNMENT AND SUBLETTING.**

A. **Limits.** Tenant shall not (i) assign or otherwise transfer this Lease; (ii) permit the Premises or any part thereof to be used by anyone other than Tenant; or (iii) sublet the Premises or any portion thereof; in each instance without (1) giving Landlord the notice required herein and otherwise complying with the terms hereof and (2) obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. In addition, Tenant shall not mortgage or encumber this Lease without Landlord's prior written consent, which may be withheld in its sole discretion. For the purposes of this Section, the transfer or issuance of stock ultimately resulting in ownership of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant shall be an assignment of this Lease or such sublease, as the case may be; provided, however, that the transfer of the outstanding capital stock of any corporate tenant or subtenant shall not include the sale of such stock by persons or parties through the "over-the-counter market" or through any recognized stock exchange, other than by a "control person" within the meaning of the Securities Exchange Act of 1934, as amended. The provisions of this Section shall not apply to transactions (x) with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred, or (y) with any entity controlling, controlled by, or under common control with Tenant; provided that, in each case, Tenant's successor has a tangible net worth (defined, for purposes hereof, as the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied, excluding, however, from the determination of total assets, all assets which would be classified as intangible assets in accordance with generally accepted accounting principles consistently applied including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises) at least equal to or greater than the combined tangible net worth of Tenant and any guarantor of Tenant's obligations under the Lease on the date of this Lease and Landlord shall have received satisfactory written proof of such tangible net worth at least thirty (30) days prior to the effective date of such transaction.

B. **Landlord's Option.** If Tenant desires to assign this Lease or sublet all or part of the Premises, then, at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the date when Tenant desires an assignment or subletting to be effective (the **"Transfer Date"**), Tenant shall give Landlord a written notice (**"Tenant's Notice"**) stating the name, address and business of the proposed assignee or sublessee, detailed financial statements for the proposed assignee or sublessee (including its most recent audited balance sheet and income statement), the number of rentable square feet proposed to be sublet, the Transfer Date, the fixed rent and/or other consideration, written consent from such proposed assignee or sublessee to a credit check and any other information Landlord may require. Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket expenses incurred in connection with Tenant's request for such consent. Tenant's Notice shall be deemed to be an offer (a) to terminate the Lease in the case of a proposed assignment or a sublease of all or substantially all of the Premises, or (b) in the case of a proposed sublease of less than all or substantially all of the Premises, to eliminate from the Premises such portion of the Premises which Tenant proposes to sublease as of the Transfer Date (the **"Eliminated Space"**). If Landlord elects to terminate this Lease pursuant to the provisions of clause (a) of this Subsection (B), Tenant's obligations hereunder shall cease as of the date of termination, provided that Tenant shall not be relieved of any obligations that have accrued prior to the date of termination. Upon a surrender of the Eliminated Space, Tenant's obligations with respect to the Eliminated Space shall cease as of the date of surrender of the Eliminated Space, provided that Tenant shall not be relieved of any obligations that have occurred prior to the date of surrender. In addition, the Base Rent shall be reduced as of the Transfer Date by an amount equal to the lesser of (1) the product of (xx) the Base Rent, and (yy) a fraction, the numerator of which is the number of rentable square feet in the Eliminated Space and the denominator of which is the number of rentable square feet in the Premises, or (2) the proposed base or fixed rent which would have been payable

pursuant to the proposed sublease. Further, the CAM Payment shall be proportionately reduced as of the Transfer Date to reflect the deletion of the Eliminated Space from the Premises. If Landlord elects a surrender of the Eliminated Space, Landlord, at Tenant's expense, may make such alterations as Landlord deems necessary to physically separate the Eliminated Space from the balance of the Premises. Tenant shall pay all costs associated with this elimination and execute all necessary documentation required in connection with any such termination or surrender.

C. **Conditions to Assignment or Subletting**. If Landlord does not exercise the option provided pursuant to Subsection (B) above within thirty (30) days after Landlord's receipt of Tenant's Notice, and Tenant is not in default hereunder as of the time of Landlord's consent and as of the Transfer Date, Landlord's consent to the proposed assignment or subletting set forth in Tenant's Notice shall not be unreasonably withheld, provided, and each assignment or subletting will be subject to the following:

(1) the proposed assignee or sublessee: (i) continues to use the Premises for the Permitted Use in a manner consistent with the standards for the Property; (ii) does not violate any covenants contained in any other lease or agreement affecting Landlord or the Property; (iii) is not entitled to diplomatic or sovereign immunity; (iv) is a reputable entity with sufficient credit worthiness considering the obligations of Tenant hereunder; (v) assumes all obligations of Tenant under the Lease for the Premises or the Eliminated Space; and (vi) satisfactory proof of the foregoing is delivered to Landlord;
(2) the assignment or sublease is on the same terms set forth in Tenant's Notice;
(3) Landlord has received a copy of the sublease or assignment and assumption agreement pursuant to which such assignee or sublessee assumes and agrees to be bound by all of the covenants and conditions of this Lease; and
(4) no assignee or sublessee has a right to further assign or sublet.

D. **Effect of Assignment or Subletting**. Notwithstanding any term or provision in this Lease to the contrary, Tenant shall not be released from its obligations hereunder as a result of any assignment or subletting, and the Tenant named herein and any assignee or sublessee of such Tenant who assumes the obligations of the named Tenant under this Lease, from and after an assignment, shall be jointly and severally liable for performance of all of Tenant's obligations under this Lease. Tenant shall promptly pay to Landlord as and when received any rent and other sums paid by an assignee or sublessee in connection with an assignment or sublease which exceeds the Rent provided for in this Lease (allocated on a per square foot basis).

E. **Assignment Processing Fee.** In the event that Tenant desires to either assign this Lease or sublet the Premises as permitted by this Section, then Tenant shall pay to Landlord, on or before the effective date of any such assignment or sublease, a fee in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) (the "**Assignment Processing Fee**") to cover Landlord's costs and expenses in administering such assignment or sublease.

9. **TENANT'S INSURANCE.**

A. **Required Insurance**. Tenant shall maintain throughout the Term, at its expense:

(1) Commercial general liability insurance on an occurrence basis providing coverage for bodily injury (including death), property damage, personal injury, and products liability (where such exposure exists) containing contractual liability insuring Tenant's indemnity obligations under this lease with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for all occurrences within each policy year.
(2) Property insurance (all risk—special form) covering Tenant's personal property, fixtures, furniture, merchandise, equipment and all leasehold improvements equal to the replacement value with Agreed

Amount Endorsement or No Coinsurance and containing the waiver of subrogation required in this Section;

(3) Intentionally omitted;

(4) Business interruption insurance with coverage for at least one (1) year; and Landlord shall be named as additional insured as its interests may appear;

(5) Intentionally omitted;

(6) Umbrella or excess liability insurance of not less than Three Million Dollars ($3,000,000.00) in excess of the commercial general liability insurance required in A(1) hereinabove; and,

(7) Such other insurance as Landlord may reasonably require.

B. **Requirements for Tenant's Insurance.**

(1) The policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall name Landlord and Landlord's management, leasing, and development agents, and any other party designated by Landlord as an additional insured as their respective interests may appear. With respect to property damage coverage, such policies shall provide that any loss shall be payable to Landlord and any additional insured as their respective interests may appear;

(2) All insurance shall be placed with companies which are rated A:XI or better by Best's Insurance Guide and licensed to do business in the State of Texas and written as primary policies with annual deductibles not to exceed Five Thousand Dollars ($5,000), and other policies shall serve as excess coverage;

(3) Tenant shall deliver original certificates of all such policies prior to the Rent Commencement Date and each anniversary date thereafter, which shall provide that no cancellation or non-renewal of such policies shall be effective without thirty (30) days prior written notice from the insurer to Landlord; and

(4) Landlord and Tenant shall each, in their respective insurance policies, obtain a waiver of subrogation or consent to a waiver of right of recovery against the other party, and each hereby agrees that it will not make any claim against or seek to recover from the other party for any loss or damage covered by such fire and extended coverage insurance. Landlord shall not be required to carry insurance on any leasehold improvements within the Premises, alterations or Tenant's fixtures, furnishings, equipment or other property or business interruption insurance. Tenant shall not do any act or thing in the Premises or at the Property or store anything therein which will adversely affect any insurance policies covering the Property and Tenant shall promptly reimburse Landlord for all increases in Landlord's fire insurance premiums attributable to such acts or omissions.

10. **EMINENT DOMAIN.**

A. **Total Taking**. If all of the Premises are taken by a public authority pursuant to the exercise of the power of eminent domain, this Lease shall terminate on the date on which the condemning authority takes possession of the Premises (**"Date of Taking"**).

B. **Substantial Taking**. If more than one-third (1/3) of the rentable square feet in the Premises is taken, either Landlord or Tenant may terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking and this Lease shall terminate on the last day of the month immediately following the month in which notice is given.

C. **Taking Requiring Substantial Alterations**. If part of the Property is taken such that, in Landlord's opinion, substantial alteration of the Property is necessary, whether or not the Premises are affected, Landlord may terminate this Lease by thirty (30) days prior written notice to Tenant.

D. **Effect of Taking Without Termination.** Upon a partial taking which does not result in a termination of this Lease: (i) Base Rent and Additional Rent shall be adjusted to reflect the reduced number of rentable square feet in the Premises; and (ii) Landlord shall restore the Premises, but only to the extent of funds available

to Landlord from the consideration paid for such taking. Landlord shall not be obligated to replace or restore any Alterations, or any of Tenant's leasehold improvements, personal property, furniture, fixtures or equipment.

E. **Awards**. Upon any taking, Landlord shall be entitled to any resulting damages, awards or any interest therein, and Tenant shall have no claim for the value of any unexpired term of the Lease or otherwise. Tenant may independently claim for the value of its furniture, fixtures and equipment or moving expenses, provided that such claim shall not diminish Landlord's claim.

11. **CASUALTY.**

A. **Notice**. Tenant shall give Landlord immediate written notice of any damage to the Premises by fire or other casualty.

B. **Landlord's Right to Terminate**. Landlord may, within one hundred eighty (180) days after fire or other casualty to the Shopping Center, give Tenant notice of termination of this Lease, and the Term shall expire ten (10) days after such notice is given effective as of the date of the casualty if:

(1) the Premises are significantly damaged or rendered wholly untenantable by fire or other casualty;
(2) Landlord's architect certifies that the damage to the Shopping Center or Property cannot be repaired within ninety (90) days after the date of notice;
(3) more than 25% of the insurance proceeds are retained by the lessor under any underlying lease or the holder of any Mortgage; or
(4) the Shopping Center is damaged to an extent which precludes Landlord from providing Landlord's Services for more than ninety (90) days.

C. **Repairs**. If the Lease is not terminated, Landlord shall repair the Premises, but only to the extent of the insurance proceeds actually paid to Landlord. Landlord's obligations to restore are strictly limited to the replacement of the basic building area and Landlord shall not be obligated to restore any leasehold improvements, Alterations, personal property, furniture, fixtures or equipment. If Landlord does not substantially complete restoration of the Premises within one (1) year after the date of such fire or other casualty, Tenant may terminate this Lease by delivering a notice of termination to Landlord within ten (10) days after the expiration of such one (1) year period, time being of the essence. If Tenant has timely delivered such notice, this Lease shall automatically terminate as of the thirtieth (30th) day after the giving of the notice, unless the restoration of the Premises has been substantially completed within such thirty (30) day period.

D. **Abatement of Rent**. Rent shall abate for the portion of the Premises which is untenantable until repairs are substantially completed. If the Premises are wholly untenantable, all Rent shall abate until the Premises (excluding leasehold improvements, Alterations, personal property, furniture, fixtures and equipment) are repaired.

E. **End of Term**. The foregoing notwithstanding, if any fire or other casualty occurs within the last twelve (12) months of the Term, Landlord may give notice to Tenant within thirty (30) days after the date of such fire or other casualty of termination of this Lease and the Lease term shall expire effective with the date of fire or other casualty.

12. **INDEMNIFICATION AND WAIVER.**

A. **TENANT INDEMNIFICATION OF LANDLORD**. **TENANT** SHALL DEFEND, INDEMNIFY AND HOLD **LANDLORD** AND ITS PARTNERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, THE **"INDEMNITEES"**) HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CAUSES OF ACTION, JUDGMENTS, COSTS, EXPENSES,

LOSSES, DAMAGES, CLAIMS, OR LIABILITY FOR ANY DAMAGE TO ANY PROPERTY OR INJURY, ILLNESS OR DEATH OF ANY PERSON (A) OCCURRING IN THE **PREMISES** AT ANY TIME FROM ANY CAUSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OF **INDEMNITEES**); (B) OCCURRING IN OR ON THE **PROPERTY** OTHER THAN THE **PREMISES**, WHEN SUCH DAMAGE, INJURY, ILLNESS OR DEATH SHALL BE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OR WILLFUL OR CRIMINAL MISCONDUCT OF **TENANT** OR ANY EMPLOYEE, CONTRACTOR, LICENSEE, INVITEE, VISITOR, AGENT OR CUSTOMER OF **TENANT**; (C) ARISING OUT OF OR IN ANY WAY RELATED TO CLAIMS FOR LABOR PERFORMED OR MATERIALS FURNISHED TO **TENANT** OR THE PERFORMANCE OF ANY WORK DONE BY OR FOR THE ACCOUNT OF **TENANT**, WHETHER OR NOT **TENANT** OBTAINED **LANDLORD'S** PERMISSION TO HAVE SUCH WORK DONE, LABOR PERFORMED OR MATERIALS FURNISHED (INCLUDING, WITHOUT LIMITATION, WHEN SUCH CLAIMS ARISE OUT OF THE NEGLIGENCE OF **INDEMNITEES**); OR (D) ARISING OUT OF OR IN ANY WAY RELATED TO ANY BREACH OF A COVENANT OR CONDITION IN THIS **LEASE** TO BE PERFORMED BY **TENANT**. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE **EXPIRATION DATE** OR SOONER TERMINATION OF THIS **LEASE**.

B. **WAIVER OF CLAIMS.** THE **INDEMNITEES** SHALL NOT BE LIABLE FOR ANY CLAIMS WITH RESPECT TO (A) ANY DEATH OR INJURY SUFFERED BY **TENANT** OR ANY EMPLOYEE, CONTRACTOR, LICENSEE, INVITEE, VISITOR, AGENT OR CUSTOMER OF **TENANT** (EACH, A **"TENANT PARTY"**) OR ANY OTHER PERSON, FROM ANY CAUSES WHATSOEVER, INCLUDING THE NEGLIGENCE OF **INDEMNITEES**, OTHER THAN AS A RESULT OF **INDEMNITEES'** GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (B) ANY LOSS OR DAMAGE OR INJURY TO ANY PROPERTY OUTSIDE OR WITHIN THE **PREMISES** BELONGING TO **TENANT**, ANY **TENANT PARTY** OR ANY OTHER PERSON. IN ADDITION, **INDEMNITEES** SHALL NOT BE LIABLE FOR INTERFERENCE WITH ANY UTILITY, SERVICE, VENTILATION OR ANY LATENT DEFECT IN THE **PREMISES**, OR ANY LOSS OR DAMAGE FOR WHICH **TENANT** IS REQUIRED TO INSURE OR RESULTING FROM ANY CONSTRUCTION, **ALTERATIONS** OR REPAIR REQUIRED OR PERMITTED TO BE PERFORMED BY **TENANT** HEREUNDER, WHETHER DUE TO THE NEGLIGENCE OF THE **INDEMNITEES**.

C. **TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD AND/OR INDEMNITEES HAVE NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE SHOPPING CENTER, INCLUDING, WITHOUT LIMITATION THE PREMISES AND THE COMMON AREA, AND TENANT HEREBY AGREES TO ASSUME SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF AND ITS EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, CONCESSIONAIRES, SUBTENANTS, INVITEES AND LICENSEES AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE PREMISES AND THE COMMON AREA. NOTWITHSTANDING ANY TERM OR PROVISION TO THE CONTRARY HEREIN, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LANDLORD AND/OR INDEMNITEES ELECT TO PROVIDE ANY SECURITY, LANDLORD AND/OR INDEMNITEES ARE NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT TENANT IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LANDLORD AND/OR INDEMNITEES SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF, PERSONAL INJURY OR PROPERTY DAMAGE IN, ON OR AROUND THE SHOPPING CENTER.**

13. **COMPLIANCE WITH LAWS AND RULES.**

A. **Property Rules.** Tenant shall comply with the rules and regulations for the Property established by Landlord (the **"Rules and Regulations"**), a copy of which are attached as **Exhibit D.** The Rules and Regulations may be amended by Landlord in any reasonable manner, from time to time and at any time, by notice to Tenant. Tenant's failure to comply with the revised Rules and Regulations within two (2) business days after notice from Landlord shall constitute an Event of Default.

B. **Applicable Laws.** Tenant, at its expense, shall comply with all laws, orders and regulations and with any related directive with respect to the Premises or the Property or the use or occupancy thereof (**"Applicable Laws"**), including, without limitation, Fire/Life Safety laws, Environmental Law (as defined herein) and any easement agreements, deed restrictions, restrictive covenants and similar encumbrances now or hereafter affecting the Premises and/or the Property. Tenant shall directly pay any fines or penalties resulting from Tenants noncompliance with Applicable Laws.

C. **ADA/Architectural Barriers**. Landlord shall maintain the Common Areas in compliance with Title III of the Americans with Disabilities Act of 1990, the Texas Architectural Barriers Act and all regulations promulgated thereunder (the **"Acts"**). If alterations to the Common Areas are required in order to comply with the Acts as a result of Tenant's changes or Alterations within the Premises or Tenant's use of the Premises, the cost thereof shall be paid by Tenant within twenty (20) days after demand by Landlord. Tenant shall maintain the Premises in compliance with the Acts at its cost and expense.

D. **Environmental Law**. **"Environmental Law"** shall mean any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating in any way to the environment, health, safety or any substances, materials or wastes regulated by any governmental authority including medical wastes (**"Hazardous Materials"**). The Tenant Parties shall comply with Environmental Law in its use of the Premises and Property. The Tenant Parties shall not use or store any Hazardous Materials in the Premises except for small quantities of chemicals typical to household or office use which are stored in accordance with Environmental Laws. Tenant shall provide Landlord with copies of all communications regarding the Premises from any governmental agency relating to any Environmental Law or any person with respect to any claim or violation relating to any Environmental Law (each, an **"Environmental Claim"**).

E. **Tenant Indemnification of Landlord. Tenant shall defend, indemnify and hold harmless the Indemnitees from and against all obligations, losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses (including attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may be incurred by, or asserted against any or all of the Indemnitees resulting from (a) the actual or alleged presence of Hazardous Materials on the Premises or in the Property which is caused or permitted by the Tenant Parties, (b) any Environmental Claim relating to the operation or use of the Premises or the Property by a Tenant Party, (c) any Tenant Parties' violation of the Rules and Regulations, (d) any Tenant Parties' failure to comply with the Acts, and (e) any Tenant Parties' failure to comply with the Applicable Laws. The provisions of this Section shall survive the Expiration Date or sooner termination of this Lease.**

14. **QUIET ENJOYMENT AND SUBORDINATION.**

A. **Quiet Enjoyment**. Landlord covenants and agrees that, upon Tenant's performance of all the terms, covenants and conditions hereof on Tenant's part to be performed, Tenant shall enjoy the Premises, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject and subordinate to the terms, covenants and conditions of this Lease.

B. **Subordination**. This Lease is subject and subordinate to:

(1) any easement agreements, restrictive covenants, deed restrictions and similar encumbrances;
(2) all ground and underlying leases;
(3) any mortgage, deed of trust or deed to secure debt now existing or that may be granted in the future (each, a **"Mortgage"**); and
(4) any renewals, modifications, extensions, replacements, and substitutions of any of the foregoing, now or hereafter affecting the Premises and/or the Property.

This provision shall be self-operative and no further instrument of subordination shall be required, but Tenant shall execute and deliver an instrument, at Landlord's option and upon Landlord's request, either in the form of **Exhibit F** or on the form(s) required by any mortgagee within 10 days of Tenant's receipt of such form. Upon refinancing, Tenant shall execute reasonable subordination agreements with any new lender in a form substantially equivalent to **Exhibit F**, with such changes as may be reasonably required by a new lender.

15. **EVENTS OF DEFAULT**. In addition to any other event specified in this Lease as an event of default, the occurrence of any one or more of the following events during the Term (each, an **"Event of Default"**) shall constitute a breach of this Lease by Tenant and Landlord may exercise the rights set forth hereinafter or as otherwise provided at law or in equity:

A. Landlord shall not have actually received any sum payable hereunder when due, and such amount shall remain unpaid for a period of five (5) days after written notice thereof from Landlord to Tenant; provided however, that Landlord shall not be required to provide such written notice more than two (2) times in any consecutive twelve (12) month period; or

B. A Tenant Party fails to perform or violates any of the other covenants, terms or conditions of this Lease to be performed by Tenant (other than any monetary default), and, unless expressly provided elsewhere in this Lease that Tenant shall have no or lesser notice and/or opportunity to cure such default, such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant; or

C. Tenant or any guarantor of Tenant's obligations hereunder files a voluntary petition in bankruptcy or is adjudicated a bankrupt or becomes insolvent within the meaning of the United States Bankruptcy Code, as amended, or files any petition or answer seeking reorganization or similar relief under any bankruptcy or other applicable law, or seeks or consents to the appointment of a receiver or other custodian for any substantial part of Tenant's properties or any part of the Premises; or

D. Any portion of the Premises shall be effectively vacated or abandoned by Tenant or Tenant fails to continuously operate from the Premises; or

E. A mechanic's or any other lien is filed against the Premises or the Property arising out of any work performed by or on behalf of Tenant and Tenant fails to discharge such lien within thirty (30) days after the filing thereof.

16. **LANDLORD'S REMEDIES.**

A. **Alternative Remedies**. Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any remedies available to Landlord under the laws of the state of Texas:

(1) Landlord may give Tenant written notice of its election to terminate but not forfeit this Lease, whereupon Tenant's right to possession of the Premises shall cease on the day specified therein, and this Lease, except as to Tenant's liability determined hereinafter, shall be terminated;

(2) Landlord and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise and may repossess same and expel Tenant and remove its effects without being deemed guilty in any manner of trespass, and without prejudice to any remedies for arrears of rent or Tenant's breach of covenants or conditions;

(3) If Landlord elects to re-enter as provided herein, or if Landlord takes possession pursuant to legal proceedings or otherwise, Landlord may, without terminating this Lease, relet the Premises or any part thereof in Landlord's or Tenant's name and at Tenant's sole cost, but for Tenant's account, for such terms and on such conditions as Landlord, in its sole discretion, may determine, and, whether or not Landlord elects to terminate this Lease, Landlord may collect and receive the rents thereof without affecting Tenant's liability hereunder. Except to the extent required by applicable law, Landlord shall have no obligation to relet the Premises and shall not be liable for failure to relet the Premises or, upon any such reletting, for failure to collect any rent due upon such reletting, and no such failure shall affect Tenant's liability under this Lease. If the Premises, or any part thereof, shall be relet together with other space in the Property, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease. Landlord's re-entry or repossession of the Premises shall not be construed as a termination of the Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically states. Landlord reserves the right following any such re-entry and/or reletting to terminate this Lease by giving Tenant written notice thereof; and

(4) Landlord may enter upon the Premises by use of a master key or other peaceable means, and change, alter, and/or modify the door locks on all entry doors of the Premises, thereby excluding Tenant, and its agents, employees, representatives and invitees therefrom without being liable for prosecution or any claim of constructive eviction or for damages of any kind, and such re-entry shall not release Tenant, in whole or in part, from Tenant's obligations under this Lease. In the event that Landlord has either terminated Tenant's right of possession or terminated this Lease by reason of Tenant's default, Landlord shall not thereafter be obligated to provide Tenant with a key to the Premises at any time, regardless of any amounts subsequently paid by Tenant; provided, however, at Landlord's option during Landlord's normal business hours and at the convenience of Landlord, and upon receipt of written request from Tenant accompanied by such written waivers and releases for damage to Tenant's property and business as Landlord may require, Landlord may either (i) escort Tenant to the Premises to retrieve any personal effects or other property of Tenant, or its employees not subject to the Landlord's Liens described hereinafter, or (ii) obtain a list from Tenant of its personal effects which are not covered by said Landlord's Lien, whereupon Landlord shall remove such property and make the same available to Tenant at a time and place designated by Landlord. However, no such property shall be removed from the Premises until such time as Tenant furnishes to Landlord documentary evidence satisfactory to Landlord that such property is not subject to said Landlord's Lien. Also, Tenant shall pay to Landlord upon demand all moving, remodeling, brokerage, and/or storage charges theretofore incurred by Landlord with respect to such property. If Landlord elects to exclude Tenant from the Premises without permanently repossessing the Premises or terminating this Lease, then Landlord shall not be obligated to provide Tenant a key to reenter the Premises until such time as all delinquent Base Rent and Additional Rent due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Landlord's satisfaction and Landlord has been given assurance reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease.

B. **Re-entry**. Tenant waives the service of any notice of intention by Landlord to re-enter or to institute legal proceedings to that end which may otherwise be required under law. Tenant, on its own behalf and on behalf of all persons claiming through Tenant, including all creditors, further waives any rights which Tenant and all such persons might otherwise have under any law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord, or (iii) any expiration or termination of this Lease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter", "re-entry" and "re-entered" as used herein shall not be restricted to their technical legal meanings. Upon a breach or threatened breach by Tenant, or any persons claiming through Tenant, of any term, covenant or condition of this Lease to be performed by Tenant, Landlord may enjoin such breach and invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach.

C. **Rent**. Even though an Event of Default has occurred, this Lease shall continue in effect and Landlord may terminate Tenant's right to possession, and enforce its rights and remedies hereunder, including, without limitation (i) recovering Base Rent and any Additional Rent as it becomes due hereunder, (ii) engaging in acts of maintenance or preservation or efforts to relet the Premises or (iii) appointing a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease. If Tenant fails to perform any act or make any payment required of Tenant hereunder (other than monthly Base Rent), Landlord may, without waiving Tenant's performance of its obligations hereunder, make such payment or perform such act on Tenant's behalf. All costs incurred by Landlord in taking such action shall be deemed Additional Rent and shall be paid to Landlord on demand. Tenant shall reimburse Landlord for all expenses incurred by Landlord (including attorneys' fees and disbursements), by reason of any failure to perform or violation by any Tenant Party of any covenant or provision of this Lease. In addition, all amounts payable hereunder which remain unpaid for five (5) days after their respective due dates shall bear interest from the date that the same became due and payable through and including the date of payment, whether or not demand is made therefor, at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum legal interest rate allowed by the state in which the Property is located.

17. **LANDLORD'S LIEN AND SECURITY INTEREST**. To secure the payment of all rent that may become due to Landlord under the terms of this Lease, Tenant grants to Landlord an express, valid, preference security interest upon all the goods, wares, merchandise, furniture, fixtures, machinery, equipment and all other personal property of Tenant in the Premises or that may be placed or kept therein during the Term, and this express security interest shall not be construed as a waiver of the statutory Landlord's lien, but is cumulative thereof and in addition thereto. This Lease is a security agreement under the Uniform Commercial Code of the State of Texas which shall secure the security interest of Landlord herein retained which shall at all times be a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated on the Premises and the proceeds therefrom. Tenant's personal property will not be subject to any lien for the benefit of a third party and such property shall not be removed from the Premises without the consent of Landlord until all arrearages in Rent, as well as any and all other sums of money then due to Landlord hereunder, shall first have been paid and discharged. Tenant shall execute and deliver to Landlord any instrument (including a UCC-1 or other form of financing statement) necessary or desirable to carry out the terms of this paragraph. Tenant authorizes Landlord to file on behalf of Tenant with or without signature any financing statement(s) necessary or desirable to evidence the security interest under this Lease. Upon the occurrence of an Event of Default by Tenant as defined in this Lease, Landlord shall have the option, in addition to any other remedies provided herein or by law, (i) to enter upon the Premises without the permission of Tenant and take possession of any and all goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated on the Premises without demand or legal process and without liability for trespass or conversion, (ii) to sell or otherwise dispose of the same with or without taking possession at private or public sale in accordance with law, with or without having such property at the sale, and (iii) to apply the proceeds therefrom, less any and all expenses in connection with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall

be paid to Tenant, and Tenant agrees to promptly pay any deficiency. Landlord may also enforce the lien hereby granted in any other manner provided by law and may exercise all rights and remedies granted by law.

18. **HOLDING OVER**. If Tenant remains in possession of the Premises after the expiration or other termination of the Term, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant only, at a monthly rental equal to one and one half (1 ½) times the Base Rent payable hereunder during the last month of the Term. Tenant shall also pay all Additional Rent payable under this Lease, prorated for each month during which Tenant remains in possession. Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, losses and liabilities for all costs and damages incurred by Landlord resulting from failure to surrender possession upon the Expiration Date or sooner termination of the Term, and such obligations shall survive the expiration or sooner termination of this Lease.

19. **NOTICES**. All notices given hereunder (each, a **"Notice"**) shall be in writing and delivered to Landlord's Notice Address or Tenant's Notice Address, as applicable, by one or more of the following methods, (i) given by certified or registered mail, postage prepaid, return receipt requested, and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, (ii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier, (iii) given by personal delivery and shall be deemed given upon receipt by the notified party, or (iv) given by confirmed telefax and shall be deemed given on the date of the telefax, so long as the confirmation reflects a time before 5:00 o'clock p.m. Houston time and on the next business day if the confirmation reflects transmission after 5:00 o'clock p.m. Houston time (in both cases reference to 5:00 o'clock p.m. Houston time shall be to the time of the notified party). Either party may designate a different notice address at any time and any Notice given hereunder shall be effective if delivered by either party in accordance with this Section.

20. **BROKERS**. Tenant represents to Landlord that it has dealt with no broker in connection with the negotiation and/or execution of this Lease other than Broker. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by Tenant of this representation and such obligations shall survive the expiration or sooner termination of this Lease.

21. **FORCE MAJEURE**. Any obligation of Landlord or Tenant (except for the payment of Rent) which is delayed or not performed due to acts of God, strike, riot, shortages of labor or materials, war, acts of terrorism, governmental laws or action, or lack thereof, inaction by any governmental authority with respect to the issuance of any licenses or permits necessary to perform an act of Landlord or Tenant hereunder or any other causes of any kind whatsoever which are beyond Landlord's or Tenant's reasonable control (each, a **"Force Majeure"**), shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

22. **NO SETOFF, WAIVER**. All agreements, covenants and activities to be performed by Tenant hereunder shall be at Tenant's expense and without any abatement of Rent. Tenant shall not be entitled to any setoff, offset or abatement of any Rent due Landlord hereunder if Landlord fails to perform its obligations hereunder. Notwithstanding any term or provision to the contrary in this Lease, in no event shall Landlord, any holder of a Mortgage and/or lessor under any underlying ground lease be responsible for or liable for any consequential, indirect, or punitive damages incurred by Tenant resulting from a default by Landlord under this Lease, any and all claims for such damages hereby **WAIVED** by Tenant.

23. **LIMITATION OF LANDLORD LIABILITY.**

A. **Transfer of the Property**. The term **"Landlord"** as used herein shall mean only the owner of the Property. Upon a transfer of title to or lease of the Property, the transferor shall be relieved of all covenants and obligations of Landlord hereunder arising after the date of transfer and Tenant shall look solely to the successor

in interest of the transferor as Landlord hereunder and it shall be deemed and construed that such transferee has assumed and agreed to carry out all of such covenants and obligations of Landlord hereunder, and, further, the transferor shall be deemed entirely freed of all obligations of Landlord hereunder arising prior to the date of transfer to the extent of an actual assumption by the transferee. Tenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

B. **Actions of Tenant**. In no event shall Landlord be liable to Tenant for any failure of other tenants in the Property to operate their businesses, or for any loss or damage caused by the acts or omissions of other tenants.

C. **No Personal, Partnership or Corporate Liability**. Notwithstanding anything to the contrary contained herein, neither Landlord, nor any general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of Landlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach with respect to its obligations, Tenant shall look solely to Landlord's interest in the Property for satisfaction of Tenant's remedies.

24. **ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS**. Tenant shall deliver within ten (10) days after Landlord's written request therefor, (i) a certificate to the party designated in such request, in the form of **Exhibit E**, certifying that this Lease is unmodified and in full force and effect (or stating any modifications then in effect), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Base Rent and Additional Rent have been paid, and as to any other information reasonably requested, (ii) Tenant's most recent federal income tax return, and (iii) Tenant's most current financial statements, including a prior year profit and loss statement, a statement of gross sales attributable to the Premises for the prior year, a year-to-date profit and loss statement, and a current balance sheet, each prepared in accordance with generally accepted accounting principles consistently applied, and certified to be true and correct by an officer or director of Tenant. Tenant shall not be required to deliver such financial statements more than one (1) time per calendar year, unless required by Landlord's mortgagee or incidental to any proposed sale of the Property or any portion thereof. Tenant shall cause Guarantor, if any, to deliver within ten (10) days after Landlord's written request, estoppels and/or financial statements required under the Continuing Personal Lease Guaranty executed by the Guarantor.

25. **MISCELLANEOUS**.

A. **Non-Waiver**. A party's failure to exercise its rights with respect to a breach of any term, covenant or condition contained herein shall not be a waiver by such party of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein.

B. **Non-Merger**. The voluntary or other surrender of possession of the Premises by Tenant, or a mutual cancellation of this Lease, shall not result in a merger of Landlord's and Tenant's estates, and shall, at Landlord's option, either terminate any existing subleases or subtenancies, or operate as an assignment to Landlord of any such subleases or subtenancies.

C. **Attorney's Fees**. If either party brings an action against the other, the prevailing party may recover court costs and attorneys' fees and disbursements (whether at the administrative, trial or appellate levels) in such amount as the court or administrative body deems reasonable.

D. **Authorization**. Each individual executing this Lease on behalf of an executing party represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of such party and that this Lease is binding upon such party in accordance with its terms. If this Lease is executed by more than

one tenant, Tenant's obligations hereunder shall be the joint and several obligations of each tenant executing this Lease. Nothing contained herein shall create any relationship between the parties hereto other than that of landlord and tenant, and Landlord shall not be deemed to be a partner or a joint venturer of Tenant in the conduct of its business.

E. **No Representation**. **Tenant acknowledges that it has not relied on any representations or agreements except those expressed herein**, and that this Lease contains the entire agreement of the parties. Landlord's duties and warranties are limited to those expressly stated in this Lease and shall not include any implied duties or any implied warranties (including, without limitation, any implied warranty of suitability of the Premises or the Property), whether now or in the future. **Except as expressly contained herein, neither Landlord nor Landlord's agent have made representations, warranties or promises with respect to the Premises, the Property or this Lease.**

F. **Modification**. No modification of this Lease shall be binding or valid unless in writing and executed and delivered by both parties and Tenant shall not record this Lease or a memorandum hereof without Landlord's prior written consent.

G. **Binding Effect**. Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

H. **Effective Date**. The submission of this document for review does not constitute an option, offer or agreement to lease space. This document shall be effective only upon Landlord's and Tenant's execution and Landlord's delivery of same to Tenant. Except as expressly contained herein, neither Landlord nor Landlord's agent have made representations, warranties or promises with respect to the Premises, the Property or this Lease.

I. **Representation by Counsel**. Landlord and Tenant each acknowledge that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. Any rule of construction that this Lease should be construed against Landlord is waived.

J. **Remedies**. Any remedy or election given to Landlord pursuant to any provision in this Lease shall be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

K. **Applicable Law**. This Lease shall be construed in accordance with the laws of the State of Texas.

L. **Time of the Essence**. Where a party is required by this Lease to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

M. **Invalidity**. If any term or provision of this Lease shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

N. **Waiver of Tenant's Rights and Benefits under Section 93.012, Texas Property Code.** Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions of this Lease for determining charges, amounts, and additional rent payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. Accordingly, Tenant waives all rights and remedies of a tenant under Section 93.012, Texas Property Code (i.e., the codification of H.B. 2186, 77th Texas Legislature) as such section relates solely to the computation of charges that are permitted under this Lease and shall rely instead and exclusively on the remedies that provided to Tenant under this Lease with regard to such matter.

O. **Confidentiality.** Tenant hereby agrees not to disclose the terms and provisions of this Lease or any amendment of this Lease to anyone other than Tenant's attorneys, accountants, officers and directors. This restriction on disclosure shall survive the termination of the Lease.

26. **Jury Trial**. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or their successors in respect of any matter arising in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage, or any emergency or statutory remedy.

27. **Guaranty.** Contemporaneously with its delivery of the executed Lease to Landlord, Tenant shall deliver to Landlord a guaranty of this Lease by Roger Rippy, an individual, and Steven Hale, an individual, jointly and severally, in the form of **Exhibit G**, attached, dated and effective the same date as this Lease.

28. **Other Provisions**. This Lease is subject to the additional provisions attached hereto as **Exhibits A, A-1, A-2, A-3, B, C, D, E, F, G, H and I,** which shall be construed as if incorporated in the body of the Lease.

29. **Security Deposit**. The Security Deposit shall be held by Landlord as a non-interest bearing Security Deposit for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit shall not be considered an advance payment of rents or a measure of Landlord's damages in case of default of Tenant. Upon the occurrence of any event of default of Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such Security Deposit to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant shall default under this Lease more than twice in any twelve (12) month period, regardless of whether such default is cured, then the Security Deposit shall, within ten (10) days after demand by Landlord, be increased by Tenant to an amount equal to the greater of: (i) two (2) times the aforesaid amount; or (ii) two (2) months' Base Rent. If Tenant is not in default hereunder at the expiration or earlier termination of the Lease Term and if, after inspection by Landlord it is determined that Tenant has left the Premises in the manner prescribed herein, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within thirty (30) days of termination of this Lease.

In the event of a sale of the land and building or leasing of the building of which the Premises forms a part, Landlord shall have the right to transfer said Security Deposit to the subsequent landlord, and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit for which Tenant agrees to look solely to the new landlord. It is agreed that the provisions hereof shall apply to any transfer or assignment made of the Security Deposit to a new landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors nor assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

30. **Relocation of the Premises**. At any time during any renewal or extension of the original Term of this Lease (i.e, not during the original Term, but during the Renewal Term (as defined below) or any other renewal or extension of the Term of this Lease) Landlord shall have the right, at its sole option (except as expressly provided below), to relocate Tenant's Premises to other space (the "**Relocation Premises**") in the Shopping Center in accordance with the terms and conditions of this Section. Landlord shall give Tenant at least ninety (90) days prior written notice of Landlord's intent to relocate Tenant to the Relocation Premises, and Tenant shall have the option of approving said Relocation Premises or terminating this Lease within ten (10) days of the date of Landlord's notice. If Tenant timely exercises the termination option set forth in this provision, Tenant shall surrender the Premises to Landlord on the thirtieth (30^{th}) day after the date of Tenant's termination notice

(the "Early Termination Date") in accordance with the terms of this Lease and Landlord and Tenant shall thereafter be relieved from any obligations under this Lease that would otherwise have accrued after the Early Termination Date, save and except for those obligations expressly stated to survive the expiration or sooner termination of this Lease. Notwithstanding any term or provision to the contrary herein, if Tenant does not disapprove of said Relocation Premises by delivering a termination notice to Landlord within said ten (10) day period as set forth herein, Tenant shall be deemed to have consented to the Relocation Premises. Time is of the essence. The size of the Relocation Premises shall be substantially the same as the Premises. Landlord shall be responsible for the moving costs and the cost of installing permanent improvements (as distinguished from trade fixtures, equipment, furniture, furnishings and other personal property of Tenant) in the Relocation Premises, so that the permanent improvements are substantially the same as those in the then existing Premises. If Tenant relocates to the Relocation Premises as provided herein, Landlord shall reimburse Tenant for reasonable costs incurred in changing its address on stationery, business cards, and advertising up to a total of $500.00 upon presentation to Landlord of paid invoices for such costs. Landlord and Tenant shall promptly execute an amendment to this Lease reflecting the relocation.

31. **Prohibited Persons and Transactions.** Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

32. **Exclusive Use.** So long as no Event of Default exists and is continuing and Tenant continuously operates its business in the Premises for the Permitted Use, Landlord shall not lease space in that portion of the Shopping Center shown cross-hatched on **Exhibit A-3** (the "**Restricted Area**") to another tenant that will use its premises in the Restricted Area primarily for offering yoga classes (the "**Exclusive Use**"). Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that this provision and Tenant's Exclusive Use shall not apply in any way to (a) any tenant or other occupant leasing or occupying space in the Shopping Center under a lease or other agreement as of the Commencement Date, or to such tenants or occupants successors, assigns, or subtenants, (b) any other property owned by Landlord or an affiliate of Landlord other than the Restricted Area, (c) any tenant or occupant leasing or occupying 15,000 square feet or more, even if in the Restricted Area, or (d) any other portion of the Shopping Center. As used in this Section, "primarily" shall mean more than twenty percent (20%) of such tenant's annual gross sales are derived from the Exclusive Use. If Landlord enters into a lease in violation of this Section and Tenant's Exclusive Use, and the tenant thereunder actually commences business operations in the Restricted Area in violation of Tenant's Exclusive Use, Tenant must provide written notice thereof to Landlord (the "Violation Notice"). If the alleged violation of Tenant's Exclusive Use is cured within one hundred twenty (120) days of the date of Landlord's receipt of the Violation Notice (the "Cure Period"), then Tenant shall have no rights, remedies or causes of action against Landlord, all such rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly **WAIVED** by Tenant. If the alleged violation of Tenant's Exclusive Use is not cured within the Cure Period, then Tenant's sole and exclusive remedy, all other rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly **WAIVED** by Tenant, shall be to terminate this Lease by delivering written notice of such termination to Landlord within thirty (30) days after the expiration of the Cure Period. Time is of the essence. If Tenant timely delivers such notice of termination in accordance herewith, this Lease shall terminate one hundred twenty (120) days after the date Landlord receives the termination notice (the "Termination Date"), Tenant shall surrender the Premises to Landlord on or before the Termination Date in accordance with the terms of this Lease, and thereupon neither party shall have any further liability or obligation to the other except for (a) the obligations of

Tenant under this Lease with respect to the condition of the Premises upon the termination or expiration of this Lease, and (b) the indemnity obligations of the parties which expressly survive the expiration or earlier termination of the Lease. If Tenant fails to timely deliver the termination notice in accordance herewith Tenant shall be deemed to have waived its Exclusive Use and its right to terminate this Lease, and all other rights provided to Tenant in this Section. Further, no violation of the provisions of this Section or Tenant's Exclusive Use by Landlord shall alter, affect, or modify any of the covenants, duties, or obligations of Tenant under this Lease, and Tenant shall remain obligated to comply with all of Tenant's covenants, duties and obligations hereunder, including, without limitation, the obligation to pay all Rent due and payable by Tenant to Landlord without abatement, reduction, or set-off. Tenant's Exclusive Use shall automatically become null and void if an Event of Default occurs under this Lease, Tenant assigns its rights under this Lease in whole or in part or sublets any portion of the Premises, or Tenant ceases to use the Premises for the Exclusive Use.

33. **Renegade Tenant**. Notwithstanding any term or provision in this Lease to the contrary, Tenant shall have no rights, remedies or causes of action against Landlord, all such rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly WAIVED, for a violation of the Exclusive Use provision if another tenant or occupant in the Restricted Area violates a provision of its lease regarding its premises, which either does not permit or specifically prohibits such occupant from using its premises in violation of the Exclusive Use provision (a "Renegade Tenant"). In the case of a Renegade Tenant, Landlord agrees, within sixty (60) days after Landlord's receipt of written notice advising of such violation, to commence and diligently pursue, in good faith, the cure of the alleged violation of this Lease caused by a Renegade Tenant's violation of its lease. If not resolved within one hundred twenty (120) days, Landlord shall commence an action (or arbitration, if required by such lease) against such other tenant or occupant, and thereafter shall use good faith efforts to enforce its rights under such lease and to obtain Judicial Relief. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, or other court order, or order resulting from an arbitration proceeding, enjoining the lease violation; provided, however, Landlord shall not be required to appeal any adverse decision denying Judicial Relief.

34. **Renewal Option:** Subject to the condition that there shall not then exist an Event of Default (as such term is defined in this Lease) by Tenant, Tenant shall have the option (the "**Renewal Option**") to renew the Term of this Lease for one (1) additional consecutive sixty (60) month term (the "**Renewal Term**"), commencing on the date immediately following the expiration of the original Term. The renewal of this Lease shall be subject to all the same terms, covenants and conditions of this Lease, except Base Rent payable by Tenant to Landlord during the Renewal Term shall be at the rate stated in Section 1A. Tenant agrees to accept the Premises during the Renewal Term in its "AS-IS" condition and Landlord shall not be obligated to make any alterations or install or modify any improvements therein, nor shall Landlord be obligated to pay any leasing commissions to any broker representing Tenant in connection with such leasing. In order to exercise the Renewal Option, Tenant shall advise Landlord in writing of its intent to exercise the Renewal Option no later than six (6) months nor earlier than twelve (12) months prior to the end of the primary Term of this Lease. The renewal shall apply to all of the space in the Shopping Center that Tenant is then leasing from Landlord.

[Signature page follows this page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date(s) set forth below and this Lease shall be effective as of the latter of such dates and Landlord's delivery of same to Tenant.

LANDLORD:

AMREIT SPF SHADOW CREEK, LP,
a Delaware limited partnership
By: AmREIT SPF Shadow Creek GP, LLC, its general partner
By: Shadow Creek Holding Company LLC, its Sole Member
By: AmREIT Shadow Creek Acquisition, LLC, its Managing Member

By: _____
Name: Brett Treadwell
Title: Vice President

EXECUTED the 16 day of April, 2014.

TENANT:

YOGAONE STUDIOS PEARLAND LLC,
a Texas limited liability company

By: _____
Name: ALBINA RIPPY
Title: Member

EXECUTED the 9 day of April, 2014.

List of Exhibits:

Exhibit A – Legal Description
Exhibit A-1 – Site Plan of the Shopping Center
Exhibit A-2 – The Premises
Exhibit A-3 – Restricted Area
Exhibit B – Tenant Acceptance Letter
Exhibit C – Construction Requirements
Exhibit D – Rules and Regulations
Exhibit E – Estoppel Certificate
Exhibit F – Subordination, Non-Disturbance and Attornment Agreement
Exhibit G – Continuing Personal Lease Guaranty
Exhibit H – Landlord's Sign Criteria
Exhibit I – Existing Exclusives and Prohibited Uses

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
27.2074 ACRES (1,185,154 SQUARE FEET)
SECOND AMENDING PLAT OF SHADOW CREEK TOWN CENTER
T.C.R.R. CO. SURVEY, SECTION 4, ABSTRACT NUMBER 675
BRAZORIA COUNTY, TEXAS

Being a tract or parcel containing 27.2074 acres (1,185,154 Square Feet) of land situated in the T.C.R.R. Co. Survey, Section 4, Abstract Number 675, Brazoria County, Texas, and being out of and a portion of the 88.4906 acre tract as described in the deed to Shadow Creek Retail, LP, recorded under Brazoria County Clerk's File Number 06-010816, said 27.2074 acre tract also being all of Lots B and F and a portion of Lot C in Block 3 of the Second Amending Plat of Shadow Creek Town Center, according to the plat thereof recorded under Brazoria County Clerk's File Number 08-005566; said 27.2074 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the record bearings of said Second Amending Plat of Shadow Creek Town Center):

COMMENCING at a 5/8-inch iron rod found in the westerly right-of-way line of State Highway 288 marking the northeast corner of said Second Amending Plat of Shadow Creek Town Center common with the northeast corner of the 21.9194 acre tract as described in the deed recorded under Brazoria County Clerk's File Number 03-078160;

THENCE, South 03°00'20" West, along said westerly right-of-way line, a distance of 1,077.58 feet to a Texas Department of Transportation Concrete Monument found marking the Point of Curvature of a curve to the left;

THENCE, continuing along said westerly right-of-way line, along said curve to the left having a central angle of 00°02'23", an arc distance of 8.09 feet, a radius of 11,669.21 feet, and a chord which bears South 02°51'35" West, a distance of 8.09 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the south corner of said 21.9194 acre tract common with the POINT OF BEGINNING of the herein described tract and a point on a curve to the left;

THENCE, continuing along said westerly right-of-way line the following six (6) courses and distances;

Along said curve to the left having a central angle of 01°08'28", an arc distance of 232.43 feet, a radius of 11,669.21 feet, and a chord which bears South 02°16'10" West, 232.43 feet to a Texas Department of Transportation Concrete Monument found marking the end of said curve common with a point on a curve to the right;

Along said curve to the right having a central angle of 45°22'19", an arc distance of 789.08 feet, a radius of 996.45 feet, and a chord which bears South 24°33'31" West, 768.62 feet to a Texas Department of Transportation Concrete Monument found marking the end of curve;

South 47°12'01" West, a distance of 163.98 feet to a Texas Department of Transportation Concrete Monument found marking the Point of Curvature of a curve to the left;

Along said curve to the left having a central angle of 37°37'36", an arc distance of 293.19 feet, a radius of 446.46 feet, and a chord which bears South 28°34'39" West, 287.95 feet to a Texas Department of Transportation Concrete Monument found marking the end of curve;

South 44°47'35" West, a distance of 144.27 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle corner in said westerly right-of-way line;

South 86°39'17" West, a distance of 128.31 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the south corner of the northeast right-of-way cutback line at the intersection of said State Highway 288 and Business Center Drive (100 feet wide) common with the southwest corner of the herein described tract;

THENCE, North 48°15'37" West, along said northeast right-of-way cutback line, a distance of 47.99 feet to an "X" set in concrete in the east right-of-way line of said Business Center Drive marking the north corner of said northeast right-of-way cutback line common with the an angle corner of the herein described tract;

THENCE, along said east right-of-way line the following five (5) courses and distances;

North 03°14'20" West, a distance of 199.74 feet to an "X" set in concrete marking the Point of Curvature of a curve to the left;

Along said curve to the left having a central angle of 25°00'00", an arc distance of 388.34 feet, a radius of 890.00 feet, and a chord which bears North 15°44'20" West, a distance of 385.26 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the end of said curve;

North 28°14'20" West, a distance of 117.21 feet to an "X" set in concrete marking the Point of Curvature of a curve to the right;

Along said curve to the right having a central angle of 25°00'00", an arc distance of 344.70 feet, a radius of 790.00 feet, and a chord which bears North 15°44'20" West, a distance of 341.97 feet to an "X" set in concrete marking the end of said curve;

North 03°14'20" West, a distance of 423.01 feet to an "X" set in concrete marking the south corner of the southeast right-of-way cutback line at the intersection of said Business Center Drive and Memorial Hermann Drive (100

feet wide) as dedicated to the public by the aforesaid plat of Shadow Creek Town Center;

THENCE, North 42°00'41" East, along said southeast right-of-way cutback line, a distance of 21.12 feet to an "X" set in concrete marking the north corner of said southeast right-of-way cutback line;

THENCE, North 87°15'42" East, along the south right-of-way line of said Memorial Hermann Drive, a distance of 1,057.62 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the Point of Curvature of a curve to the right;

THENCE, continuing along said south right-of-way line, along said curve to the right having a central angle of 03°23'45", an arc distance of 32.60 feet, a radius of 550.00 feet, and a chord which bears North 88°57'34" East, 32.59 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the intersection of said south right-of-way line and the south line of the aforesaid 21.9194 acre tract common with the northeast corner of the herein described tract and a point on a curve to the right;

THENCE, along said south line and said curve to the right having a central angle of 39°08'08", an arc distance of 126.36 feet, a radius of 185.00 feet, and a chord which bears South 17°23'20" East, 123.92 feet to the POINT OF BEGINNING and containing 27.2074 acres (1,185,154 Square Feet) of land. This description is based on the Land Title Survey prepared by Terra Surveying Company, Inc., dated December 05, 2007, TSC Project Number 2540-0722-S.

REVISED 02/15/08 - REFERENCE TO LOT F
REVISED 02/14/08 - PLAT REFERENCE
Compiled by: Mark J. Piñano, RPLS
Terra Surveying Company, Inc.
MB272074.doc

METES AND BOUNDS DESCRIPTION
38.6636 ACRES (1,684,186 SQUARE FEET)
SECOND AMENDING PLAT OF SHADOW CREEK TOWN CENTER
T.C.R.R. CO. SURVEY, SECTION 4, ABSTRACT NUMBER 675
BRAZORIA COUNTY, TEXAS

Being a tract or parcel containing 38.6636 acres (1,684,186 Square Feet) of land situated in the T.C.R.R. Co. Survey, Section 4, Abstract Number 675, Brazoria County, Texas, and being out of and a portion of the 88.4906 acre tract as described in the deed to Shadow Creek Retail, LP, recorded under Brazoria County Clerk's File Number 06-010816, said 38.6636 acre tract also being all of Lots D and E in Block 1 of the Second Amending Plat of Shadow Creek Town Center, according to the plat thereof recorded under Brazoria County Clerk's File Number 08-005566; said 38.6636 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the record bearings of said Second Amending Plat of Shadow Creek Town Center):

COMMENCING at a 5/8-inch iron rod found in the westerly right-of-way line of State Highway 288 marking the northeast corner of said Second Amending Plat of Shadow Creek Town Center common with the northeast corner of the 21.9194 acre tract as described in the deed recorded under Brazoria County Clerk's File Number 03-078160;

THENCE, South 86°45'40" West, along the north line of said Second Amending plat of Shadow Creek Town Center, a distance of 1,001.34 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the intersection of said north line and the west right-of-way line of Business Center Drive (100 feet wide);

THENCE, along said west right-of-way line the following ten (10) courses and distances

South 37°15'09" West, a distance of 168.83 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the Point of Curvature of a curve to the left;

Along said curve to the left having a central angle of 31°54'05", an arc distance of 473.30 feet, a radius of 850.00 feet, and a chord which bears South 21°18'07" West, 467.20 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the end of said curve;

South 05°14'35" West, a distance of 6.45 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner and POINT OF BEGINNING of the herein described tract;

South 05°14'35" West, a distance of 259.36 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the Point of Curvature of a curve to the left;

Along said curve to the left having a central angle of 08°28'55", an arc distance of 125.83 feet, a radius of 850.00 feet, and a chord which bears South 01°00'07" West, 125.72 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the end of said curve;

South 03°14'20" East, a distance of 444.82 feet to an "X" set in concrete marking the Point of Curvature of a curve to the left;

Along said curve to the left having a central angle of 25°00'00", an arc distance of 388.34 feet, a radius of 890.00 feet, and a chord which bears South 15°44'20" East, 385.26 feet to an "X" set in concrete marking the end of said curve;

South 28°14'20" East, a distance of 117.21 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the Point of Curvature of a curve to the right;

Along said curve to the right having a central angle of 25°00'00", an arc distance of 344.70 feet, a radius of 790.00 feet, and a chord which bears South 15°44'20" East, a distance of 341.97 feet to an "X" set in concrete marking the end of said curve;

South 03°14'20" East, a distance of 199.75 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the north corner of the northwest right-of-way cutback line at the intersection of said Business Center Drive and County Road 92 (width varies);

THENCE, South 41°44'23" West, along said northwest right-of-way cutback line, a distance of 63.72 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the north right-of-way line of said County Road 92 marking the south corner of said northwest right-of-way cutback line;

THENCE, along said north right-of-way line the following five (5) courses and distances

South 86°43'06" West, a distance of 403.01 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle corner of said north right-of-way line;

North 89°05'15" West, a distance of 150.40 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle corner of said north right-of-way line;

South 86°43'06" West, a distance of 155.36 feet to an "X" set in concrete marking an angle corner of said north right-of-way line;

South 03°14'22" East, a distance of 11.00 feet to an "X" set in concrete marking an angle corner of said north right-of-way line;

South 86°43'06" West, a distance of 455.63 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the east line of Shadow Creek Ranch, SF-16B, according to the plat thereof recorded in Volume 23, Page 273 of the Brazoria County Plat Records marking the southwest corner of the herein described tract;

THENCE, North 03°14'22" West, along the east line of said Shadow Creek Ranch, SF-16B, passing at a distance of 573.29 feet a 1/2-inch iron pipe found in said east line and continuing along said east line and then along the east line of Shadow Creek Ranch, SF-16A, according to the plat thereof recorded in Volume 23, Page 269 of the Brazoria County Plat Records, passing at a distance of 1,198.26 feet a capped 5/8-inch iron rod found in said east line and continuing along the east line of said Shadow Creek Ranch, SF-16A, for a total distance of 1,466.55 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the southwest corner of Restricted Reserve "A" of the aforesaid Second Amending Plat of Shadow Creek Town Center common with the northwest corner of the herein described tract;

THENCE, along the south and east lines of said Restricted Reserve "A" the following five (5) courses and distances;

North 86°45'40" East, a distance of 802.11 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle corner of the herein described tract;

North 03°14'20" West, a distance of 40.17 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the Point of Curvature of a curve to the right

Along said curve to the right having a central angle of 08°28'55", an arc distance of 155.44 feet, a radius of 1,050.00 feet, and a chord which bears North 01°00'07" East, 155.30 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the end of said curve;

North 05°14'35" East, a distance of 229.53 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking an angle corner of the herein described tract;

North 86°45'38" East, a distance of 202.21 feet to the POINT OF BEGINNING and containing 38.6636 acres (1,684,186 Square Feet) of land. This description is based on the Land Title Survey prepared by Terra Surveying Company, Inc., dated December 05, 2007, TSC Project Number 2540-0722-S.

REVISED 02/27/08 – 3rd COMMENCING CALL
REVISED 02/26/08 - PLAT REFERENCE
REVISED 02/25/08 - PLAT REFERENCE, COMMENCING CALL
REVISED 01/08/07 - PER ATTORNEY'S COMMENTS
REVISED 12/21/07 - 10th & 11th CALLS
Compiled by: Mark J. Piriano, RPLS
Terra Surveying Company, Inc.
MB366636.doc

EXHIBIT A-1 SHOPPING CENTER

Note: This Exhibit is attached to this Lease solely for the purpose of depicting the general layout of the Shopping Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Shopping Center or stores be exactly as indicated hereon.

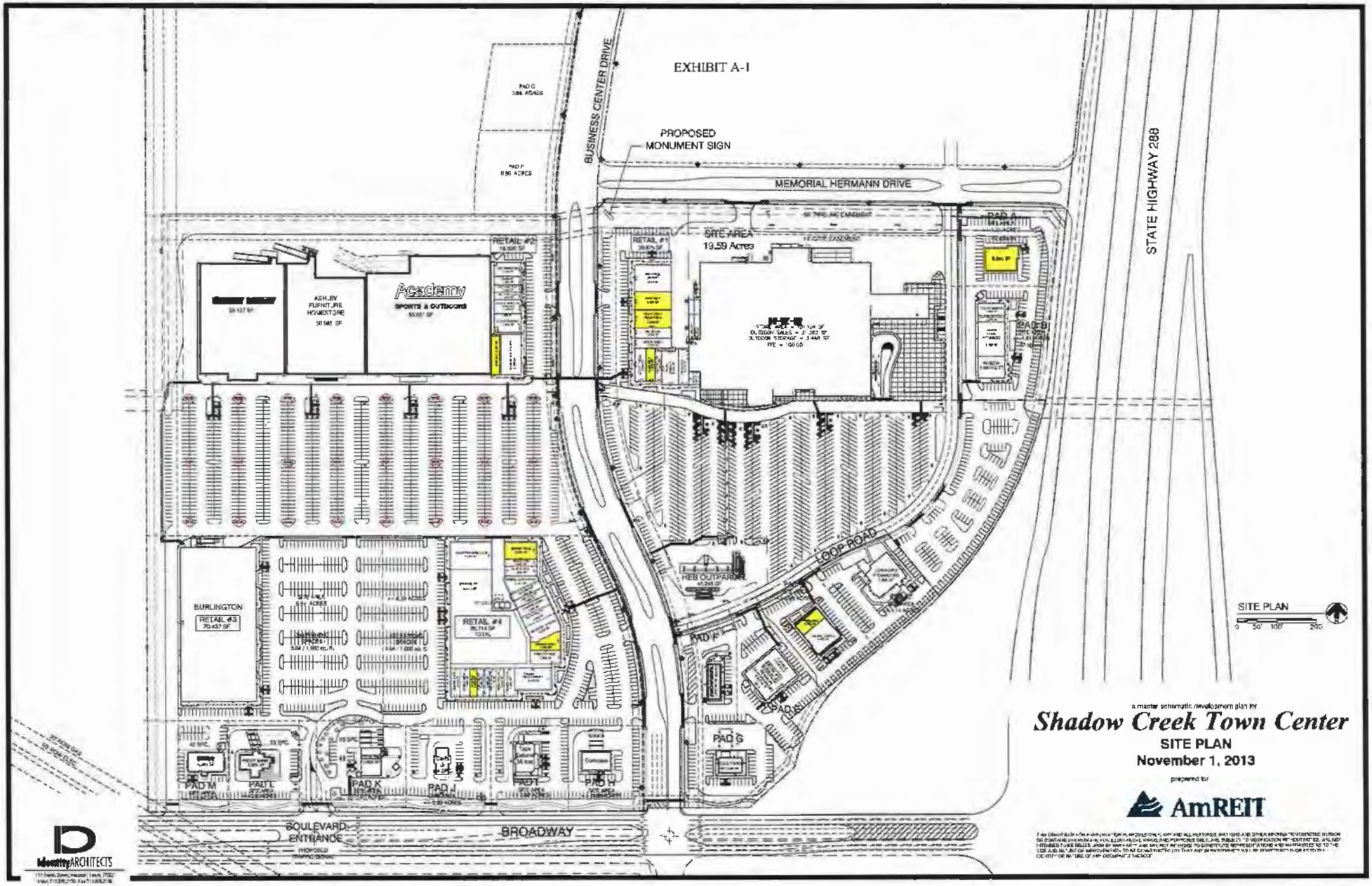
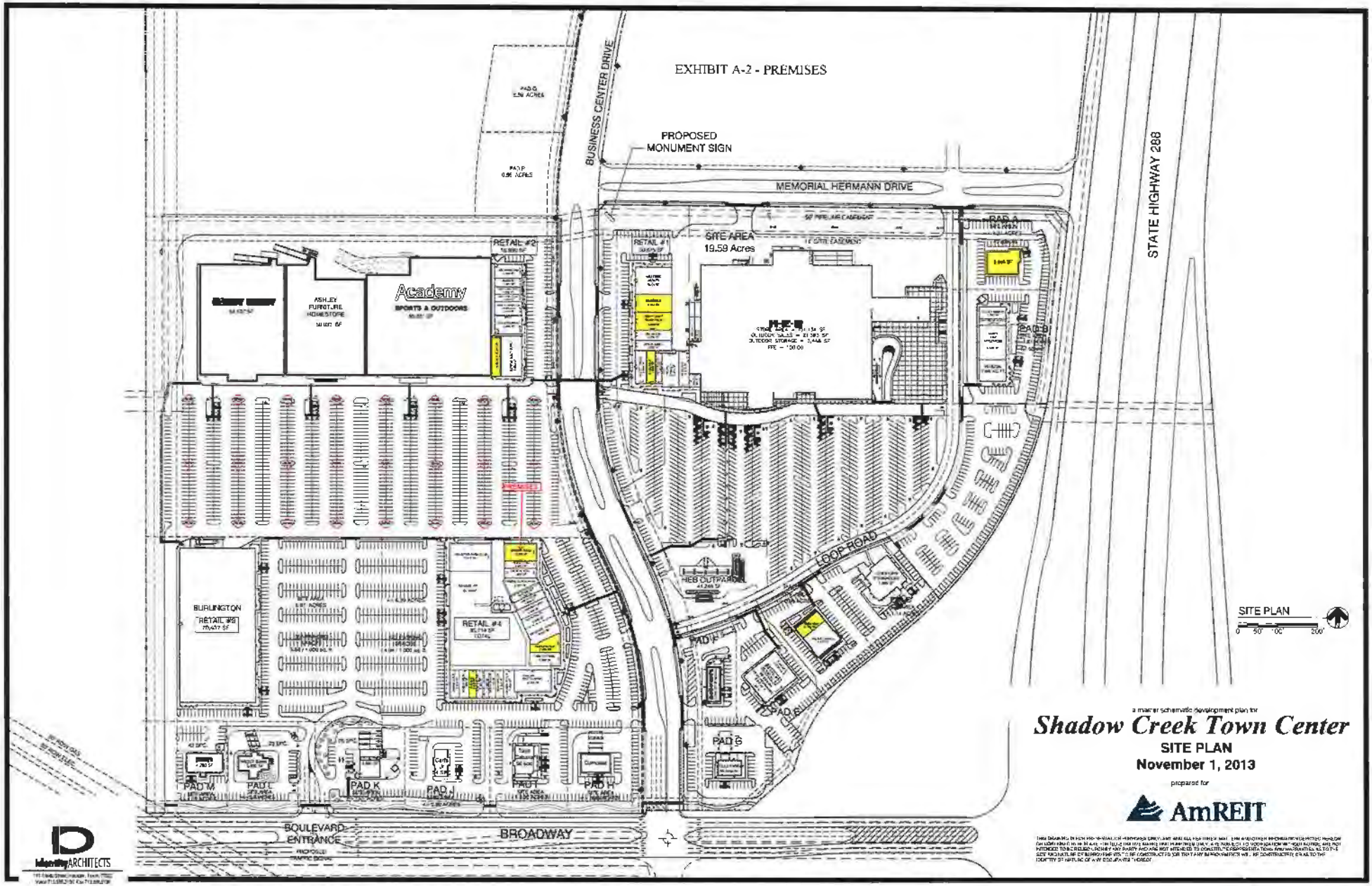


EXHIBIT A-1
BUSINESS CENTER DRIVE
PROPOSED
MONUMENT SIGN
MEMORIAL HERMANN DRIVE
STATE HIGHWAY 288
SITE AREA
19.59 Acres
RETAIL #2
Academy
SPORTS & OUTDOORS
ASHLEY
FURNITURE
HOMESTORE
RETAIL #1
PAD A
PAD B
LOOP ROAD
HEB OUTPARCEL
PAD F
PAD G
BURLINGTON
RETAIL #3
70,437 SF
RETAIL #4
PAD M
PAD L
PAD K
PAD J
PAD I
PAD H
BOULEVARD
ENTRANCE
BROADWAY
SITE PLAN
0 50' 100' 200'
a master schematic development plan for
Shadow Creek Town Center
SITE PLAN
November 1, 2013
prepared for
AmREIT
Identity ARCHITECTS

EXHIBIT A-2 THE PREMISES

Note: This Exhibit is attached to this Lease solely for the purpose of locating the Premises within the Shopping Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Shopping Center or stores be exactly as indicated hereon.



a master schematic development plan for

Shadow Creek Town Center

SITE PLAN

November 1, 2013

prepared for

AmREIT

Edgemoor ARCHITECTS

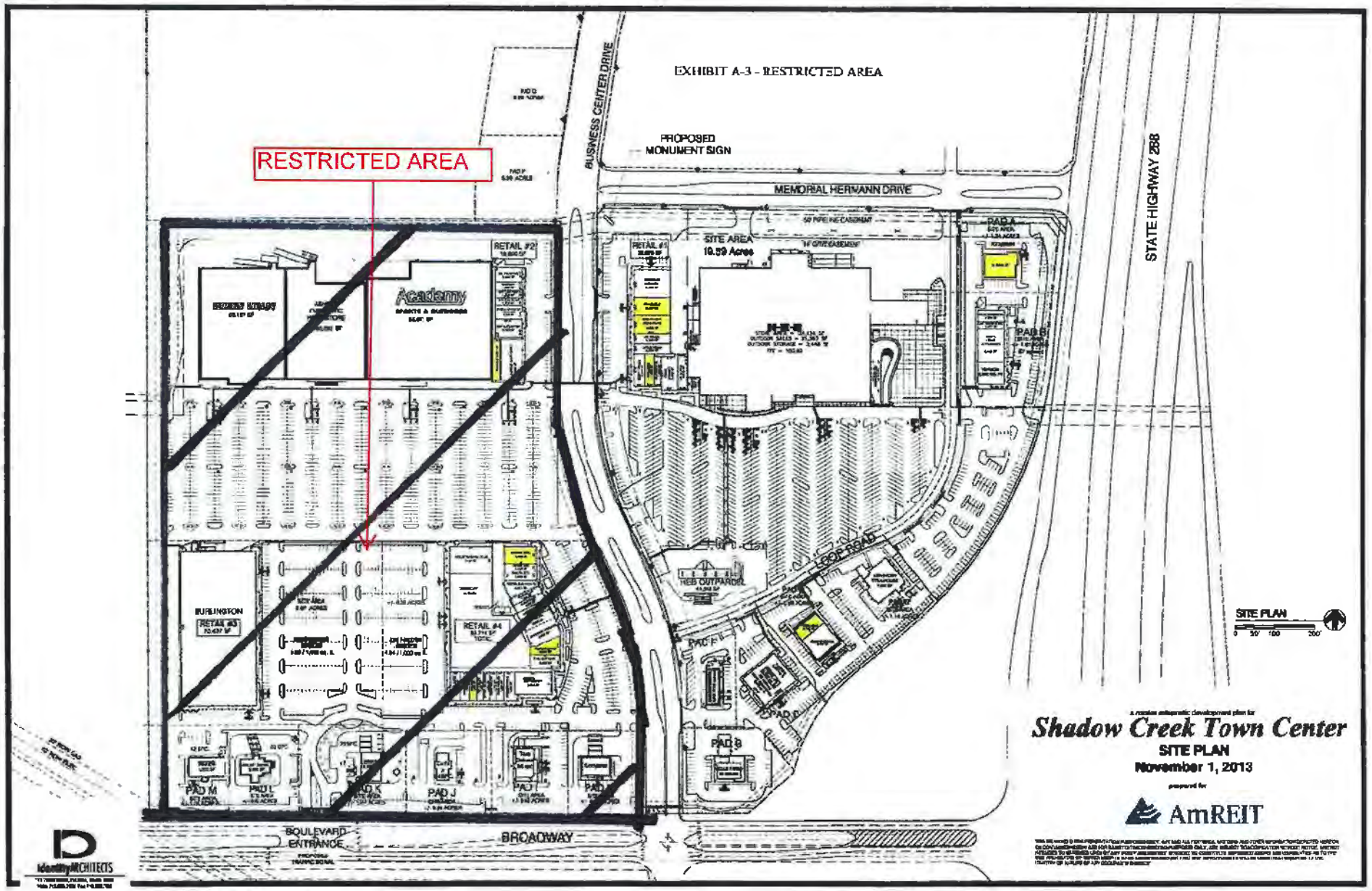


EXHIBIT A-3 - RESTRICTED AREA
RESTRICTED AREA
BUSINESS CENTER DRIVE
PROPOSED MONUMENT SIGN
MEMORIAL HERMANN DRIVE
STATE HIGHWAY 288
SITE AREA 19.59 Acres
RETAIL #1
RETAIL #2
Academy
PAD A
PAD B
PAD F
PAD G
PAD M
PAD L
PAD K
PAD J
LOOP ROAD
BOULEVARD ENTRANCE
BROADWAY
SITE PLAN
Shadow Creek Town Center
SITE PLAN
November 1, 2013
AmREIT
identityARCHITECTS

EXHIBIT B

TENANT ACCEPTANCE LETTER

AmREIT SPF Shadow Creek, LP
c/o AmREIT
8 Greenway Plaza, Suite 1000
Houston, Texas 77046

Re: Lease (the "Lease") dated as of _____, 2014, between AmREIT SPF Shadow Creek, LP ("Landlord") and YogaOne Studios Pearland LLC ("Tenant")

Premises: 3,500 square feet of retail space in the Shadow Creek Ranch Town Center
2810 Business Center Drive, Suite 102, Pearland, Texas

The undersigned, as Tenant, hereby confirms as of the _____ day of _____, 2014, the following:

1. Tenant took possession of the Premises on _____, 2014 and is currently occupying same.

2. The Commencement Date, Rent Commencement Date and Expiration Date, as each is defined in the Lease, are as follows:

Commencement Date: _____
Rent Commencement Date: _____
Expiration Date: _____

3. The obligation to commence the payment of rent commenced or will commence on _____, 2014.

4. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

5. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above.

6. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

NOTICE: Tenant shall have five (5) business days after the Commencement Date stated above to have the electricity service to the Premises switched from Landlord's name to Tenant's name.

Very truly yours,

YOGAONE STUDIOS PEARLAND LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

CONSTRUCTION REQUIREMENTS

ARTICLE I. CONSTRUCTION OF BUILDING AND OTHER IMPROVEMENTS

Landlord shall furnish work as listed below in Article IV. Description of Landlord's Work As Provided To The Premises, cost of such work to be exclusive of Tenant's Work described in Article V of this Exhibit.

ARTICLE II. GENERAL SPECIFICATIONS

Notwithstanding any term or provision to the contrary in this Article II, if Tenant's Initial Alterations to the Premises shall consist only of repainting the interior of the Premises, installing new flooring within the Premises, replacing light fixtures within the Premises and installing a new front desk within the Premises,, Tenant shall not be required to submit the plans, diagrams, schedules, specifications and other data referenced below in connection therewith.

A. All plans, diagrams, schedules, specifications and other data required to be furnished by Tenant (at Tenant's sole expense) under this Exhibit C must be submitted to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within thirty (30) calendar days after the execution of this Lease. Upon review, Landlord shall, in writing, accept or notify Tenant of its objections to said plans and specifications within five (5) calendar days after receipt. Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time, or alternatively and at Landlord's sole option, Landlord may elect to immediately terminate this Lease by reason of such failure by giving written notice of such election to Tenant (whereupon Landlord shall have no further obligations to Tenant hereunder).

B. **Tenant shall secure Landlord's written approval of all designs, plans, specifications, contracts and contractors for work to be performed by Tenant before beginning the work** and shall secure all necessary licenses and permits to be used in performing the work. Tenant's contractor must carry applicable insurance acceptable to Landlord **and provide full-time project supervision**. Tenant shall submit one full size (24" x 36") set of plans and one set on computer disk for approval by Landlord. Changes to said plans and specifications shall be made only after written approval by Landlord. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall be a condition to any reimbursement hereinafter provided. Landlord's approval of Tenant's plans and specifications shall not be a representation or warranty of Landlord that such plans and specifications are adequate for any use or comply with any applicable law or restrictive covenant affecting the Shopping Center or any part thereof, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign Tenant's plans and specifications to evidence its review and approval thereof.

C. As soon as said plans and specifications have been approved by Landlord, Tenant shall commence construction (and shall be required to diligently pursue said construction) no later than thirty-five (35) calendar days after the date upon which Landlord approves Tenant's plans and specifications. If Tenant has not commenced construction within said time period, or if Tenant has not completed construction of such improvements within one hundred twenty (120) calendar days after the date upon which Tenant's plans and specifications have been approved by Landlord, then same shall be an Event of Default and in either such event, Tenant shall forfeit all prepaid rent and security deposits made under this Lease.

ARTICLE III. DESCRIPTION OF LANDLORD'S SHELL WORK – None. Tenant accepts in its "AS-IS" condition.

ARTICLE IV. DESCRIPTION OF LANDLORD'S WORK AS PROVIDED TO THE PREMISES – Tenant hereby accepts in its "AS-IS" condition, save and except that the existing electrical system, HVAC system, plumbing system (excluding the fire sprinkler/suppression system, if any) and sanitary sewer system shall be in good operating order as of the Commencement Date.

ARTICLE V. DESCRIPTION OF TENANT'S WORK

A. Signs: Tenant shall pay for all signs and the installation thereof, subject to the provisions of Paragraph 6E of the Lease.

B. Utilities: Gas and electric meters or other measuring devices in connection with said utility services shall be provided by Tenant. All service deposits for gas and electric service shall be made at Tenant's expense.

C. Storefront: Tenant shall be responsible for the storefront, exterior doors and weatherproofing.

D. Interior Work: The Work to be done by Tenant shall include, but not limited to, the purchase and/or installation and/or performance of the following:

1. Electrical panel, wiring, and fixtures. Tenant shall paint all new conduits and equipment on the exterior wall to match existing wall color. Consult with Landlord on color before proceeding.
2. Interior partitions including finishing, electrical wiring, and connections within the Premises.
3. Light covers and special hung and furred ceilings.
4. Interior painting.
5. Store fixtures and furnishings.
6. Display window enclosure.
7. Plumbing fixtures within the Premises.
8. Ceiling to include insulation R-19 installed no lower than the storefront glass.
9. Heating, air conditioning and ventilating equipment, including electrical and gas hookup, duct work and roof penetrations. All roof penetrations shall be done by roofing contractor specified by Landlord at Tenant's expense.
10. Floor coverings.

E. All work undertaken by Tenant shall be Tenant's expense and shall not damage the building or any part thereof. Any roof penetration shall be sealed by Landlord's approved roofer and shall be performed only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans to include materials acceptable to Landlord and to include roof top curbs to spread the weight of the equipment being installed in order to prevent damage to the roof. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work) as required by Landlord.

F. All of Tenant's work to the Premises made by Tenant shall be in good and workmanlike manner and shall be in conformity with the applicable building code or other applicable governmental requirements of the city in which the Shopping Center was built.

G. Upon completion of the Initial Alterations to the Premises, Tenant shall furnish to Landlord all of the following prior the reimbursement of the Tenant Improvement Allowance:

1. A Certificate of Occupancy issued by the municipality in which the Premises are located or other evidence satisfactory to Landlord that such improvements have been approved by such municipality;
2. A notarized affidavit executed by Tenant or its authorized representative, stating that all work and materials performed or used in connection with the Initial Alterations to the Premises have been paid for by Tenant;

3. True and correct original releases or waivers of lien executed and notarized from general contractor and all sub-contractors;
4. Evidence of all costs of construction of the Initial Alterations to the Premises.
5. Certificate from Landlord's roofing contractor for all roof work performed, if any;
6. Tenant's executed Tenant Acceptance Letter establishing, among other things, Rent Commencement Date;
7. Tenants Certificate of Insurance as required by the Lease (please coordinate with Property Manager);
8. Tenant's As Built plans, if any;
9. Tenant has opened for business in the entire Premises and has paid the first month's rent.
10. Evidence of Texas Accessibility Standards Compliance within 60 days of construction completion (if applicable).

Upon receipt and approval of documentation set forth in subsections 1 through 10 above, completion of all Initial Alterations to Landlord's satisfaction, and commencement of business in the Premises, Landlord shall reimburse Tenant within thirty (30) working days after Landlord's approval of said documentation in the amount of the lesser of (i) the Tenant Improvement Allowance specified in the Lease for Tenant's Initial Alterations, or (ii) the actual cost of construction of the Initial Alterations to the Premises paid by Tenant. The Tenant Improvement Allowance may not be used to reimburse Tenant for furniture, removable trade fixtures, signs, or equipment. Contractors' fees in an amount not to exceed ten percent (10%) of such contract price may be included in the Tenant Improvement Allowance but Tenant shall be solely responsible for paying any contractors' fees in excess of ten percent (10%) of the contract price.

If Tenant fails to request reimbursement of the Tenant Improvement Allowance within three hundred sixty (360) days of receiving its certificate of occupancy for the Premises, then this Section shall be deemed terminated and null and void. Tenant may request an extension of the one hundred eighty (180) days upon thirty (30) days prior written notice to Landlord.

EXHIBIT D

RULES AND REGULATIONS

I. Operations by Tenant

A. The term "**Tenant**" as used in this *Exhibit D* shall include, where appropriate, Tenant's employees, agents, licensees, contractors, concessionaires and subtenants. In regard to use and occupancy of the Premises, Tenant shall at its expense:

1. Replace promptly any cracked or broken glass of the Premises with glass of like grade and quality;
2. Have any garbage, trash, rubbish and refuse removed from the Premises daily, and shall not burn any trash or garbage of any kind;
3. Light the show windows of the Premises and exterior signs during all hours of darkness;
4. Conduct its business, so long as it operates its business, in a manner consist with other first-class retail stores;
5. Devote the maximum possible floor area of the Premises to selling and display space, and shall not use any portion of the Premises for storage or other services, including, but not limited to, business offices, except as is necessary for its operations in the Premises;
6. Shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of Tenant's business in the Premises;
7. Shall use the Shopping Center name in a manner approved in writing by Landlord, in referring to the location of the Premises in all newspaper, radio, television or other advertising. However, Landlord will not be responsible for monitoring the contents of any advertising with respect to any laws or requirements of any authority for content of advertisement;
8. Shall not obstruct sidewalks, doorways, vestibules, halls, stairways and other similar areas for purpose other than ingress and egress to and from the Premises and for going from one to another part of the Shopping Center;
9. Agrees not to install any exterior lighting, outside aerials, amplifiers or similar devices not to use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, search lights, loud speakers, phonographs or radio broadcasts;
10. Shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Shopping Center;
11. Shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance, disturb the quiet enjoyment of any person, or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, employees, agents, licensees, concessionaires, subtenants, or invitees in the Shopping Center. Without limiting the generality of the foregoing, it is agreed that Tenant shall pay any extra expense incurred by Landlord in eliminating such vibration, light, odor, loud noise or nuisance;
12. Shall maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass), and adjoining sidewalks or service areas in a clean, orderly and sanitary condition and shall cause the Premises to be treated for and free of insects, rodents, vermin and other pests;
13. Shall provide its own locks and keys for doors into the Premises at the time of acceptance of the Premises. No keys will be retained or furnished by Landlord after acceptance of the Premises;
14. Shall exercise reasonable precautions in the protection of its personal property from loss or damage by keeping doors to any unattended areas locked. Tenant shall also report any thefts or losses to the property manager, if any, as soon as reasonably possible after discovery;

15. No portion of the Premises shall at any time be used for sleeping or lodging quarters. No animals or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about the Premises; and
16. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant.

B. In regard to the use of the Common Area, Tenant shall not:

1. Place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area, or any other Common Area;
2. Use or permit the use of loudspeakers, phonographs, public address systems, sound amplifiers, radios or televisions outside its Premises or that are in any manner audible or visible outside the Premises;
3. Permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises;
4. Cause or permit objectionable odors to emanate or be dispelled from the Premises;
5. Solicit business in the parking area or any other Common Area;
6. Distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area;
7. Permit the parking of vehicles so as to unreasonably interfere with the use of any driveway, corridor, footwalk, parking area or other Common Areas;
8. Receive or ship articles of any kind outside the loading areas approved by Landlord;
9. Use the walkway, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking or for the use or storage of any shopping carts;
10. Conduct or permit to be conducted any auction, fire, going out of business, bankruptcy or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales);
11. Place a load upon any floor that exceeds the floor load that the floor was designed to carry;
12. Operate its heating or air conditioning in a manner that drains heat or air conditioning from the premises of any other tenant or other occupant of the Shopping Center; or
13. Sell, distribute, display or offer for sale:
    (a) Any paraphernalia commonly used in the use or ingestion of illicit drugs; or
    (b) Any pornographic or lewd newspaper, book, magazine, film, picture, representation or merchandise of any kind.

II. Common Area

A. Employee Parking: Tenant shall require its employees and licensees to park only in the areas designated from time to time by Landlord as employee parking. Tenant shall at all times furnish Landlord with an up-to-date list of vehicle license plate numbers of all of its employees and licensees. All vehicles found by Landlord not to be parked in the designated locations shall be subject to towage at Tenant's expense. No vehicles, unless specifically approved by Landlord, will be permitted to park on the Common Area overnight or during the hours the Shopping Center is not open other than employees or licensees coming to or leaving work at the Premises.

B. Deliveries: Tenant shall require all delivery vehicles making delivery to the Premises to use the area approved by Landlord.

C. Fire Lane: The front drive adjacent to the front of the Shopping Center is a Fire Lane. No vehicles shall be permitted to park, stop or drop off in the Fire Lane Area.

D. Traffic Signs and Markings: Tenant shall obey and use its best efforts to cause its employees and licensees to obey all traffic signs and markings in the Common Area and use only the designated access drives to the Common Area. All vehicles shall be driven in a slow and safe manner to a maximum of fifteen (15) miles per hour.

E. Trucks: No trucks, other than two-axle pickups and vans will be permitted on the front parking area of the Common Area for any purpose whatsoever. Tenant shall use its best efforts to enforce this restriction relative to its employees and licensees and, with respect to its invitees, notify them of the restriction and report any violation to Landlord. All vehicles in violation of this restriction shall be subject to towage at owner's expense and liable for any damages to the parking lot area. Landlord shall reserve the right to install height restriction bars at all access points to the front parking area of the Common Area if in Landlord's opinion, violations of this restriction are sufficient to render damage or potential damage to the front parking area of the Common Area. The cost of such height restriction bars shall be part CAM Expenses.

NOTE: LANDLORD RESERVES THE RIGHT TO ADOPT OTHER REASONABLE RULES AND REGULATIONS AND TO AMEND OR SUPPLEMENT THE SAME AT LANDLORD'S DISCRETION. NOTICE OF SUCH RULES, REGULATIONS, AMENDMENTS, AND SUPPLEMENTS SHALL BE GIVEN TO TENANT AND TENANT SHALL COMPLY.

EXHIBIT E
ESTOPPEL CERTIFICATE

This Estoppel Certificate is executed by Tenant pursuant to Section 24 of the Lease.

1. DEFINITIONS. In this certificate the following terms have the meanings given to them:

(a) Landlord/Landlord Notice Address:

(b) Tenant/Tenant Notice Address:

(c) Lease: Retail Lease dated the _____ day of _____, _____, between Landlord and Tenant.

(d) Premises: _____ Shopping Center, located at _____.

(e) Property Legal Description - See **Exhibit A** attached.

2. The Rent Commencement Date of the Lease is _____, _____, and the Expiration Date is _____, _____.

3. The Rentable Square Feet of the Premises is _____ square feet.

4. Tenant's Pro Rata Share for allocation of expenses of the Shopping Center to the Premises is stipulated to be _____ percent.

5. Tenant has accepted possession of the Premises as provided in the Lease.

6. Any Improvements required to be furnished by the Landlord in accordance with the Lease have been furnished to the satisfaction of Tenant (subject to any corrective work or punch-list items submitted previously to Landlord).

7. Rent has been paid through _____, _____, and no prepayment of Rent has been made.

8. All terms and conditions to be performed by Landlord under the Lease have been satisfied and on this date there are no existing defenses or offsets which Tenant has against the full enforcement of the Lease by Landlord.

9. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows:

10. There are no setoffs or credits against, Rent, and no Security Deposit or prepaid Rent has been paid except as provided by the Lease.

Tenant acknowledges that this Estoppel Certificate may be delivered to and relied upon by Landlord, Landlord's Mortgagee or any prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Tenant has executed this Estoppel Certificate as of the date set forth below.

Tenant:

By:_____
Name:_____
Title:_____
Date:_____

[The undersigned ("Guarantor") has executed that certain Continuing Personal Lease Guaranty (the "Guaranty") dated _____, respecting the Lease referenced above. Guarantor acknowledges and agrees that:

1. A true and correct copy of the Guaranty is attached hereto as Exhibit "__".

2. The Guaranty is in full force and effect and the Guaranty has not been modified, supplemented or amended.

3. Guarantor confirms that the information contained in this Tenant Estoppel Certificate is true and correct.

4. Guarantor acknowledges that this Tenant Estoppel Certificate may be delivered to and relied upon by Landlord, Landlord's Mortgagee or any prospective mortgagee or prospective purchaser, and their respective successors and assigns. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of the successors and assigns of Purchaser and Lender.

_____

By: _____
Name: _____
Title: _____

Dated: _____]

EXHIBIT F

EXHIBIT F

RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:

_____, Esq.
_____
_____
_____

SUBORDINATION
NONDISTURBANCE
AND ATTORNMENT AGREEMENT

NOTICE: **THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

DEFINED TERMS

Execution Date: As of _____, 20____
Beneficiary & Address: Metropolitan Life Insurance Company, a New York corporation, and its affiliates, as applicable 10 Park Avenue Morristown, New Jersey 07962 Attn: Senior Vice President Real Estate Investments with a copy to:
Tenant & Address:
Landlord & Address:
Loan: A first mortgage loan in the original principal amount of $

from Beneficiary to Landlord.
Note: A Promissory Note executed by Landlord in favor of Beneficiary in the amount of the Loan dated as of
Deed of Trust: A Deed of Trust, Security Agreement and Fixture Filing dated as of executed by Landlord, to as Trustee, for the benefit of Beneficiary securing repayment of the Note to be recorded in the records of the County in which the Property is located.
Lease and Lease Date: The lease entered into by Landlord and Tenant dated as of covering the Premises. [Add amendments]
Property: [Property Name] [Street Address 1] [City, State, Zip] The Property is more particularly described on Exhibit A.

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made by and among Tenant, Landlord, and Beneficiary and affects the Property described in Exhibit A. Certain terms used in this Agreement are defined in the Defined Terms. This Agreement is entered into as of the Execution Date with reference to the following facts:

A. Landlord and Tenant have entered into the Lease covering certain space in the improvements located in and upon the Property (the "Premises").

B. Beneficiary has made or is making the Loan to Landlord evidenced by the Note. The Note is secured, among other documents, by the Deed of Trust.

C. Landlord, Tenant and Beneficiary all wish to subordinate the Lease to the lien of the Deed of Trust.

D. Tenant has requested that Beneficiary agree not to disturb Tenant's rights in the Premises pursuant to the Lease in the event Beneficiary forecloses the Deed of Trust, or acquires the Property pursuant to the trustee's power of sale contained in the Deed of Trust or receives a transfer of the Property by a conveyance in lieu of foreclosure of the Property (collectively, a "Foreclosure Sale") but only if Tenant is not then in default under the Lease and Tenant attorns to Beneficiary or a third party purchaser at the Foreclosure Sale (a "Foreclosure Purchaser").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Subordination. The Lease and the leasehold estate created by the Lease and all of Tenant's rights under the Lease are and shall remain subordinate to the Deed of Trust and the lien of the Deed of Trust, to all rights of Beneficiary under the Deed of Trust and to all renewals, amendments, modifications and extensions of the Deed of Trust.

2. Acknowledgments by Tenant. Tenant agrees that: (a) Tenant has notice that the Lease and the rent and all other sums due under the Lease have been or are to be assigned to Beneficiary as security for the Loan. In the event that Beneficiary notifies Tenant of a default under the Deed of Trust and requests Tenant to pay its rent and all other sums due under the Lease to Beneficiary, Tenant shall pay such sums directly to Beneficiary or as Beneficiary may otherwise request. (b) Tenant shall send a copy of any notice or statement under the Lease to Beneficiary at the same time Tenant sends such notice or statement to Landlord. (c) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement.

3. Foreclosure and Sale. In the event of a Foreclosure Sale,

(a) So long as Tenant complies with this Agreement and is not in default under any of the provisions of the Lease, the Lease shall continue in full force and effect as a direct lease between Beneficiary and Tenant, and Beneficiary will not disturb the possession of Tenant, subject to this Agreement. To the extent that the Lease is extinguished as a result of a Foreclosure Sale, a new lease shall automatically go into effect upon the same provisions as contained in the Lease between Landlord and Tenant, except as set forth in this Agreement, for the unexpired term of the Lease. Tenant agrees to attorn to and accept Beneficiary as landlord under the Lease and to be bound by and perform all of the obligations imposed by the Lease, or, as the case may be, under the new lease, in the event that the Lease is extinguished by a Foreclosure Sale. Upon Beneficiary's acquisition of title to the Property, Beneficiary will perform all of the obligations imposed on the Landlord by the Lease except as set forth in this Agreement; provided, however, that Beneficiary shall not be: (i) liable for any act or omission of a prior landlord (including Landlord); or (ii) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or (iii) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other sum that Tenant may have paid in advance to any prior landlord (including Landlord); or (iv) bound by any amendment, modification, assignment or termination of the Lease made without the written consent of Beneficiary; (v) obligated or liable with respect to any representations, warranties or indemnities contained in the Lease; or (vi) liable to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property which is not entered into by Beneficiary.

(b) Upon the written request of Beneficiary after a Foreclosure Sale, the parties shall execute a lease of the Premises upon the same provisions as contained in the Lease between Landlord and Tenant, except as set forth in this Agreement, for the unexpired term of the Lease.

(c) Notwithstanding any provisions of the Lease to the contrary, from and after the date that Beneficiary acquires title to the Property as a result of a Foreclosure Sale, (i) Beneficiary will not be obligated to expend any monies to restore casualty damage in excess of available insurance proceeds; (ii) tenant shall not have the right to make repairs and deduct the cost of such repairs from the rent without a judicial determination that Beneficiary is in default of its obligations under the Lease; (iii) in no event will Beneficiary be obligated to indemnify Tenant, except where Beneficiary is in breach of its obligations under the Lease or where Beneficiary has been actively negligent in the performance of its obligations as landlord; and (iv) other than determination of fair market value, no disputes under the Lease shall be subject to arbitration unless Beneficiary and Tenant agree to submit a particular dispute to arbitration.

Delete if Not Applicable [(d) If Beneficiary acquires title to the Property as a result of a Foreclosure Sale, the Lease shall be automatically amended as set forth in Exhibit B.]

4. Subordination and Release of Purchase Options. Tenant represents that it has no right or option of any nature to purchase the Property or any portion of the Property or any interest in the Grantor. To the extent Tenant has or acquires any such right or option, these rights or options are acknowledged to be subject and subordinate to the Mortgage and are waived and released as to Beneficiary and any Foreclosure Purchaser.

5. Acknowledgment by Landlord. In the event of a default under the Deed of Trust, at the election of Beneficiary, Tenant shall and is directed to pay all rent and all other sums due under the Lease to Beneficiary.

6. Construction of Improvements. Beneficiary shall not have any obligation or incur any liability with respect to the completion of tenant improvements for the Premises [**Note, add the following if applicable —** , except with respect to tenant improvements for renewal and/or expansion as set forth in Section ___ of the Lease.]

7. Notice. All notices under this Agreement shall be deemed to have been properly given if delivered by overnight courier service or mailed by United States certified mail, with return receipt requested, postage prepaid to the party receiving the notice at its address set forth in the Defined Terms (or at such other address as shall be given in writing by such party to the other parties) and shall be deemed complete upon receipt or refusal of delivery.

8. Miscellaneous. Beneficiary shall not be subject to any provision of the Lease that is inconsistent with this Agreement. Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien or the provisions of the Deed of Trust. This Agreement shall be governed by and construed in accordance with the laws of the State of in which the Property is located.

9. Liability and Successors and Assigns. In the event that Beneficiary acquires title to the Premises or the Property, Beneficiary shall have no obligation nor incur any liability in an amount in excess of $3,000,000 and Tenant's recourse against Beneficiary shall in no extent exceed the amount of $3,000,000. This Agreement shall run with the land and shall inure to the benefit of the parties and, their respective successors and permitted assigns including a Foreclosure Purchaser. If a Foreclosure Purchaser acquires the Property or if Beneficiary assigns or transfers its interest in the Note and Deed of Trust or the Property, all obligations and liabilities of Beneficiary under this Agreement shall terminate and be the responsibility of the Foreclosure Purchaser or other party to whom Beneficiary's interest is assigned or transferred. The interest of Tenant under this Agreement may not be assigned or transferred except in connection with an assignment of its interest in the Lease which has been consented to by Beneficiary.

10. OFAC Provisions Tenant and Beneficiary hereby represent, warrant and covenant to each other, either that (i) it is regulated by the SEC, FINRA or the Federal Reserve (a "Regulated Entity"), or is a wholly-owned subsidiary or wholly-owned affiliate of a Regulated Entity or (ii) neither it nor any person or entity that directly or indirectly (a) controls it or (b) has an ownership interest in it of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("OFAC List") published by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

[Include the following if there is a Guarantor of the Lease:]

With respect to each Guarantor of Tenant's obligations under this Lease, Tenant further represents, warrants and covenants either that (i) any such Guarantor is a Regulated Entity or a wholly-owned subsidiary or wholly-owned affiliate of a Regulated Entity or (ii) neither Guarantor nor any person or entity that directly or indirectly (a) controls such Guarantor or (b) has an ownership interest in such Guarantor of twenty-five percent (25%) or more, appears on the OFAC List.

IN WITNESS WHEREOF, the parties have executed this Subordination, Nondisturbance and Attornment Agreement as of the Execution Date.

IT IS RECOMMENDED THAT THE PARTIES CONSULT WITH THEIR ATTORNEYS PRIOR TO THE EXECUTION OF THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT.

BENEFICIARY: METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By _____

Its _____

State of _____

County of _____

On _____, 20___ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT:

_____

a _____

By _____

Its _____

State of _____

County of _____

On _____, 20___ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD:

_____

a _____

By _____

Its _____

State of _____

County of _____

On _____, 20__ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

In the event of foreclosure of the Deed of Trust, or upon a sale of the Property pursuant to the power of sale contained therein, or upon a transfer of the Property by conveyance in lieu of the foreclosure, the Lease shall be amended as follows:

The undersigned Guarantor to the Lease hereby consents to the foregoing Subordination, Nondisturbance and Attornment Agreement and reaffirms that the Guaranty of Lease dated _____ remains in full force and effect as of the date of the foregoing Subordination, Nondisturbance and Attornment Agreement.

GUARANTOR:

_____

a _____

By _____

Its _____

EXHIBIT G

CONTINUING PERSONAL LEASE GUARANTY

This Continuing Personal Lease Guaranty ("**Guaranty**") is executed by Roger Rippy, an individual, and Steven Hale, an individual, jointly and severally ("**Guarantor**" whether one or more) to guarantee all obligations under the Lease ("**Lease**") executed on or about this date by AmREIT SPF Shadow Creek, LP, a Delaware limited partnership ("**Landlord**") and YogaOne Studios Pearland LLC, a Texas limited liability company ("**Tenant**") for a leased Premises at 2810 Business Center Drive, Suite 102, Pearland, Brazoria County, Texas ("**Premises**").

In consideration of Landlord making the Lease, and for the purpose of inducing prompt payment of rent and all other sums required to be paid by Tenant under the Lease ("**Guaranteed Payments**") and the full and faithful performance of all terms, conditions, covenants, obligations and agreements contained in the Lease on the Tenant's part to be performed ("**Guaranteed Obligations**"), Guarantor guarantees, absolutely and unconditionally, to Landlord the payment of the Guaranteed Payments and performance of the Guaranteed Obligations. Guarantor further promises to pay all of the Landlord's costs and expense (including reasonable attorney's fees) incurred in endeavoring to collect the Guaranteed Payments or to enforce the Guaranteed Obligations or to enforce this Guaranty, as well as all other damages which Landlord may suffer in consequence of any default or breach under the Lease or this Guaranty.

TERMS AND CONDITIONS OF GUARANTY:

1. Landlord may at any time and from time to time, without notice to or consent by Guarantor, take any or all of the following actions without affecting or impairing Guarantor's liability and obligations under this Guaranty:

(a) grant an extension or extensions of time for payment of any Guaranteed Payment or for performance of any Guaranteed Obligation;
(b) grant an indulgence or indulgences in any Guaranteed Payment or in the performance of any Guaranteed Obligation;
(c) modify or amend the Lease, including the term thereof and any obligation of Tenant arising thereunder;
(d) consent to any assignment or assignments, sublease or subleases and successive assignments or subleases by Tenant;
(e) consent to an extension or extensions of the term of the Lease;
(f) accept other guarantors; and/or
(g) release any person primarily or secondarily liable under the Lease.

Guarantor's liability is not affected or impaired by any failure or delay by Landlord in enforcing the Lease or this Guaranty or in pursuing any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of any Guaranteed Payment or Guaranteed Obligation or of any security therefor. Guarantor waives any obligation on the part of Landlord to seek payment from Tenant or any other guarantor, foreclose any security or enforce any other rights and remedies, and Landlord shall have the right to enforce this Guaranty whether or not other proceedings or actions are pending or being taken seeking resort to or realization upon or from any of the foregoing, it being agreed that Guarantor's obligations under this Guaranty are primary.

2. Guarantor waives all diligence in collection or in protection of any security, presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this Guaranty or any Guaranteed Payment or Guaranteed Obligation.

3. Guarantor acknowledges full and complete notice and knowledge of all terms, conditions, covenants, obligations and agreements set forth in the Lease. Guarantor will receive a substantial benefit from Tenant's use of the Premises.

4. Guarantor's payment of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to (and Guarantor hereby waives) any right, title or interest (whether by subrogation or otherwise) of the Tenant under the Lease or to any security being held for any Guaranteed Payment or Guaranteed Obligation.

5. This Guaranty is a continuing, absolute and unconditional guaranty of payment and not of collection and shall remain in full force and effect until all Guaranteed Payments are made, all Guaranteed Obligations are performed, and all Guarantor's obligations are fulfilled.

6. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns, as applicable, and inures to the benefit of Landlord, its successors and assigns. Landlord may, without notice to or consent of Guarantor, assign or transfer this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor hereunder.

7. This Guaranty shall be construed according to the laws of the State of Texas and shall be performed in the county where the Premises are located.

8. If this Guaranty is executed by more than one person, all singular nouns and verbs herein relating to Guarantor shall include the plural number, obligations of the several Guarantors shall be joint and several, and Landlord may enforce this Guaranty against any one or more Guarantors without joinder of any other Guarantor hereunder.

9. Landlord and Guarantor intend and believe that each provision of this Guaranty complies with and is valid under all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty shall continue in full force and effect and the invalid provisions shall be construed as if it were not contained herein.

10. Guarantor acknowledges that Landlord is relying upon this Guaranty in agreeing to execute the Lease, and that, but for the execution of this Guaranty by Guarantor, Landlord would not lease the Premises to Tenant.

11. Guarantor shall, from time to time, within ten (10) days after request from Landlord, or from any mortgagee of Landlord, (i) deliver Guarantor's most current financial statements including a prior year profit and loss statement, a year-to-date profit and loss statement, and a current balance sheet, each prepared in accordance with generally accepted accounting principles and certified to be true and correct by Guarantor (or an officer or director of Guarantor if Guarantor is not an individual), (ii) a copy of Guarantor's then most current federal income tax return, and (iii) a certificate to the party designated in such request, in the form of **Exhibit E** of the Lease, certifying that the Lease is unmodified and in full force and effect (or stating any modifications then in effect), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Base Rent and Additional Rent have been paid, and as to any other information reasonably requested.

12. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

13. **Limitation of Liability.** Notwithstanding any term or provision to the contrary contained herein, if no uncured Event of Default (as that term is defined in the Lease), or event which, with notice or lapse of time, or both, would constitute an Event of Default, exists as of the end of the thirty-sixth (36^{th}) full calendar month after

the Rent Commencement Date (as that term is defined in the Lease) Guarantor's liability under this Guaranty shall thereafter, including during any renewal or other extension of the Term of the Lease, be limited to the lesser of (i) twelve (12) months Base Rent (at the highest rate payable under the Lease) and twelve (12) months Additional Rent (each as defined in the Lease), or (ii) the total remaining amount of Base Rent and Additional Rent due under the Lease, plus, in either case, Landlord's costs and expenses (including, but not limited to, reasonable attorney's fees) reasonably and actually incurred in endeavoring to enforce this Guaranty.

This Guaranty is executed by Guarantor this 9 day of April, 2014.

Notice Address:

2316 Sheridan St
Houston TX 77030

1010 Willard St. #10
Houston, TX 77006

GUARANTOR:

Roger Rippy
Roger Rippy, individually

Steven Hale
Steven Hale, individually

EXHIBIT "H"

Shadow Creek Ranch Town Center

Sign Criteria

Effective October 11, 2008

The purpose of these instructions is to outline the criteria which have been established to control the design, fabrication and installation of tenant signs in this shopping center. The reason for establishing certain basic guidelines which must be followed by sign companies serves two purposes; 1) it will protect you, the tenant, from purchasing a sign which does not meet good standards of material workmanship, and appearance, and 2) it will assure the tenants, the Landlord, the shopping center's customers, and the surrounding property owners of an attractive shopping center, unmarred by poorly designed and badly proportioned signs.

Important Note:

Landlord shall not be responsible for the cost of re-fabrication of any sign fabricated, ordered, or constructed that does not conform to the sign criteria or local codes and requirements. In addition, Landlord will not be responsible for timely submission of signs to local agencies for approval. It is Tenant's responsibility to submit drawings to Landlord in sufficient time to receive Landlord's comments and approval in advance of required submission to local agencies.

A. General Requirements:

1. AmREIT recommends facade and monument signs to be fabricated and installed by the following sign company:

State Sign
7630 Hansen
Houston, Texas 77061
Phone: (713) 943-1831
Fax: (713) 943-9771
Attn: Danny Zoch

Landlord has no ownership or contractual relationship with State Sign. Landlord reserves the right to designate another sign company as the designated sign company for the center at any time if State Sign does not provide satisfactory work to Tenant and Landlord at competitive rates.

2. Each tenant shall submit or cause to be submitted to the Landlord for written approval before fabrication detailed drawings indicating the location, size, layout, design, and color of the proposed signs, including all lettering and/or graphics.

   Sign shop drawings should:

   a) provide an elevation of the store's entire exterior façade in color;
   b) show the dimensions of each sign location imposed on an actual digital picture of the center;
   c) provide a section or sections through the sign relative to the storefront lease line;
   d) have a minimum scale of ¼" = 1'-0".

3. All permits for Tenant's signs and their installation shall be obtained by Tenant or their representative and will be subject to the governing authority's changes.

4. Tenant shall be responsible for the fulfillment of all requirements of these criteria.

B. <u>Stipulations:</u>

1. No animated or audible sign will be permitted.

2. No exposed lamps or tubing will be permitted.

3. All signs and their installations shall comply with all local building and electrical codes.

4. All conductors, transformers, and other equipment shall be concealed behind the building façade.

5. Electrical service to all signs shall be on Tenant's meter.

6. All attached bolts will be of non-ferrous metal to prevent corrosion.

7. Background panels or "backer boards" are prohibited.

8. Brand name signs or logos that deviate from the tenant's trade name (dba) are prohibited.

9. Tag lines, secondary signs, or additional verbiage beyond tenant's dba is prohibited.

C. <u>Location of Signs:</u>

1. Signs on the exterior of the Building shall be permitted only for those tenants having exterior public entrances. Signs must be located within the sign areas designated for each façade condition as indicated on Exhibits D-1 through D-4 as attached hereto. Final placement, however, shall be subject to written approval by landlord.

D. <u>Design Requirements:</u>

1. All tenant storefront entrance and store identification designs shall be subject to the written approval of landlord.

2. Tenants are encouraged to have signs designed as an integral part of the storefront design, with letter size and location appropriately scaled and proportioned to the overall storefront design. The design of all signs, including style and placement of lettering, size, color, material and method of illumination, shall be subject to the written approval of the Landlord.

3. a) Wording of the fascia sign is limited to Tenant's trade name (dba) and logo. Each Tenant's customary signature or logo, hallmark, insignia, or other trade identification will be respected and reviewed on a case-by-case basis by Landlord. Graphic representations are not limited in content although they should incorporate imagery consistent with the store theme or product line.

   b) Wording of signs shall not include the product sold, except as part of Tenant's trade name or insignia. Tenants can use a variety of fonts but all are subject to Landlord's final approval. The exclusive use of capital letters is discouraged.

2. One horizontal line of copy is preferred unless Tenant's name is too long to fit. The sign copy cannot exceed two lines and no more than 80% of store frontage.

3. a) All Tenants' signs shall be no closer than 2'-0" from each tenant's storefront lease line and maximum height of signage shall not exceed 48" nor be less than 24" in height.

   b) The maximum overall height of any double line sign shall be 56" with a minimum of 18" on each line.

4. Letters to be plastic faced, 3/16" thick "Plexiglas" or approved equal. Channel letter construction to be prefinished aluminum. No "Channelume" or equal will be permitted. Jewelite trim to be 1" wide Duranodic Dark Bronze 313.

5. Letter returns to be 5" deep, .040" thick aluminum pre-finished Duranodic Dark Bronze. The insides of letters shall be painted white. Subject to Landlord's prior written approval, letter faces may be any color; however, all letter faces must be the same color Plexiglas. National logos may be a different color subject to Landlord's prior written approval.

6. Letter style to be of Tenant's choice with approval of landlord.

7. Lighting to be 15 M.M. 6500 K. White, 30 MA neon, outline neon (Double Tube).

8. Letters must be pop-riveted to the back. Welding shall not be accepted. Corners and seams to be caulked to prevent light and water leaks. Bottom of each letter to have ¼" weep hole.

9. All letters to be mounted individually directly to fascia using non-corrosive ½" spacers. All spacers to be painted to match the fascia. Each letter to be grounded individually using Greenfield connectors. All letters to meet UL specifications.

10. Illuminated signs must be connected to a 7-day, 24-hour time clock set to the hours specified by the Shopping Center's management.

11. All electrical signage is to bear the UL label and must comply with all governing city and neighborhood codes.

12. Any wiring necessary for sign connections shall be concealed either inside the sign letters or behind the building façade.

13. Sign manufacturers' names or decals shall not be visible unless it is required by code.

E. Miscellaneous Requirements:

1. Permanent door signs are not permitted. Permanently painted window signs are permitted as follows:

a) Tenant Name:
   1. Size – 1 ½" maximum with 24" length
   2. Color – White
   3. Style – Arial Rounded Bold

b) The Hours of Operation:
   1. Size – 1" maximum with 18" length centered at 1 ½'
   2. Color – White
   3. Style – Arial Rounded Bold
   4. Placement – Below Tenant Name

c) Tenant address, which identifies Tenant space
   1. Size – 6" maximum with maximum 24' length
   2. Color – White
   3. Style – Arial Rounded Bold
   4. Placement – Centered 12" above the front door frame

2. No advertising placards, banners, pennants, names insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass and supports of the windows and doors, or within the area that is 24" or less behind the window line.

3. Trailer or mobile type signs will be not permitted.

4. Sign contractors shall repair any damage to building and ground caused by the work done.

5. Tenant shall be fully responsible for the operations of the Tenant's sign contractor if such contractor is not the designated sign company for the center.

6. All mounting hardware shall be non-corrosive and neatly concealed from public. All penetrations of the building structure required for the sign installation shall be sealed neatly in watertight condition.

7. Note: All signage must conform with local codes.

8. Upon lease termination, Tenant is responsible for removing all signage installed by Tenant and for repairing any damage caused by the original installation of the signage or the removal thereof.

EXIHIBIT "I"

SHADOW CREEK RANCH – EXCLUSIVES AND PROHIBITED USES
Updated February 2014

1. **Academy** – Landlord shall not operate or permit to be operated within the Shopping Center any other store in the business of selling sporting goods or sports apparel, athletic footwear, or sports accessories. The incidental sale of such items does not violate the lease. Incidental sale shall mean less than 10% of gross sales and less than 500 SF of display area.

7.4 Landlord (and Tenant as to the Premises) shall not lease or permit the use of space in the Shopping Center for the following: (i) any bowling alley; (ii) any arcade; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption (i.e., less than 35% alcohol sales); (iv) any health club, spa or gymnasium, except one (1) health club, spa or gymnasium containing not more than thirty-three thousand seven hundred (33,700) Leasable Square Feet shall be permitted if located within the location shown on Exhibit "B", which the sole customer entrance located no more than fifty feet (50') from the southern demising wall of such space; (v) any night club or discotheque; (vi) any second hand store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer); (xi) any automobile, truck, trailer or R.V. sales, leasing, display or repair; (xii) any skating rink; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is adjacent to the Premises); (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any restaurant in any area of the Shopping Center located west of Business Center Drive (the area which is west of Business Center Drive is referred to herein as "Shopping Center West") except within (a) the outparcels depicted as "Pad H", "Pad I', "Pad J", "Pad K", "Pad L", and Pad "M" on Exhibit B, (b) the area depicted on Exhibit B as the "Permitted Restaurant Area" and (c) one or more "limited service" restaurants (which shall be no larger than 2,500 Leasable Square Feet and which shall be prohibited from serving alcohol) located in the retail building identified on Exhibit B as "Retail "4" (xxi) any movie theater; (xxii) any establishment selling or exhibiting pornographic materials; (xxiii) any place of religious worship; (xxiv) 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; (xxv) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price; (xxvi) any tanning salon or nail salon within three hundred feet (300') of the Premises (except however, a tanning salon or nail salon may be located in the northernmost or next to northernmost space in Retail #2 which is depicted on Exhibit B); or (xxvii) any use which is a public or private nuisance.

7.5 Landlord, and its successors and assigns, shall not operate or permit under any circumstances to be operated within the Shopping Center any other store in the business of selling sporting goods or sports apparel, athletic footwear or sports accessories. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation of this Paragraph 7.5. As used herein, "incidental sale" shall mean less ten percent (10%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space).

17.1 Landlord agrees that, during the term of this Lease, it will not construct or permit to be constructed, without Tenant's prior written consent any building, sign, tower or other structure or vertical improvement, or make any other change whatsoever, in the Common Areas depicted on Exhibit B within Shopping Center West, which consent may be withheld in Tenant's sole discretion with respect to any such matter affecting the "Main East-West Driveway" within Shopping Center West as depicted on Exhibit B or the areas north of the Main East-West Driveway, but which consent shall not be unreasonably withheld, delayed or conditioned with respect to any such matter only affecting areas south of the Main East-West Driveway. In addition, no buildings or other structures within the Shopping Center shall be constructed or placed outside of the "Permissible Building Areas" shown on Exhibit B. In no event shall any improvements exceed (i) twenty-eight feet (28') in height on the outparcels depicted as "Pad D, Pad E, Pad F, Pad G, Pad H, Pad I, Pad J, Pad K, Pad L and Pad M", as shown on Exhibit B or (ii) twenty-eight feet (28') in height for the building depicted as "Retail #2" on Exhibit B or (iii) twenty-eight feet (28') in height, plus architectural elements up to thirty-two feet (32') in height covering no more than fifteen percent (15%) of linear width of any building facade, for any other building within Shopping Center West not set back from Broadway at least as far as the Premises. Furthermore, all entrances to Retail # 2 must face east and no single occupant of Retail #2 shall exceed 6,000 Leasable Square Feet (in the aggregate), except that two (2) tenants no greater than six thousand (6,000) Leasable Square Feet, in the aggregate, in Retail #2 may face south or southeast. Landlord shall not permit any tenant within the Shopping Center, other than Tenant and HEB, to conduct a sale or otherwise place inventory, merchandise or display items on any portion of the Common Areas; provided, however, that (x) sidewalk sales immediately in front of an occupant's premises shall be permitted if such sales do not interfere with pedestrian access and (z) any tenant within the Shopping Center, other than Tenant and HEB, of greater than 25,000 Leasable Square Feet may conduct outside sales in the Common Areas if such sales are limited to areas comparable in size to Tenant's outside sales area and there is no interference with ingress and egress.

2. **Ashley Furniture** – Sec 6(l) - Subject to the provisions of this subsection, Landlord, its successors and assigns, shall not enter into any lease, sell or permit the use of any space (A) in the Shopping Center, (B) in the HEB Premises to the extent Landlord, its successors or assigns, now or hereafter become entitled by any means to consent to or control occupancy thereof, or (C) at any property Landlord or an Affiliate of Landlord owns adjacent to the Shopping Center, for a store engaged in the business of Tenant's Normal Use (as defined in Section 1(l) above) from and after the Effective Date hereof (for purposes of convenience in this paragraph, such use is referred to as sale of "**Furniture**"). Notwithstanding the foregoing, Tenant agrees that the provision set forth above shall not (y) limit Landlord's ability to lease, sell or permit the use of any space in the Shopping Center for use by a tenant selling such items as art, televisions, electronics, appliances, linens or any other items not set forth as part of Tenant's Normal Use, or (z) prevent Landlord from permitting Furniture sales as an incidental portion of other retail activity by any tenant of the Shopping Center or the HEB Premises, as applicable (such use is referred to as "**Incidental Furniture Sales**"), provided the display or sales space for Furniture does not exceed five percent (5%) of the total square feet of such tenant; provided, however, that Landlord may lease space in the Shopping Center to Office Depot, Staples or Office Max notwithstanding the restriction set forth above so long as (1) their respective business concepts and models (including, without limitation, product lines and product mix as well as leasehold space requirements) remain materially the same as their respective business concepts and models as of the Effective Date in Houston, Texas, and (2) the display or sales space for Incidental Furniture Sales does not exceed twelve percent (12%) of the total square feet of any such retailer. Tenant acknowledges Landlord may not be entitled at present to enforce this restriction (i) against HEB, as ground lessee in a prior ground lease from Landlord, and if not so entitled, this restriction cannot be enforced against, and will not be deemed applicable to, such premises until such time that Landlord or its successors, assigns or affiliates takes or assumes control by any means over the HEB Premises or HEB Tract, or (ii) against occupants in the Shopping Center (and other

successors and assigns) with leases in existence as of the date hereof (for so long as their respective leases are in effect) (collectively, "**Existing Occupants**") to the extent such respective leases permit uses that would otherwise be prohibited by the exclusive use rights herein granted to Tenant, but shall apply to transactions after the Effective Date (including, without limitation, agreements which increase the space leased to, or otherwise used by, an Existing Occupant, but excluding any such agreements which the landlord under the Existing Occupant's lease is obligated to enter into pursuant to the express terms of such lease as such lease is presently written) which permit the use of space in the Shopping Center, at the HEB Tract or at any property Landlord or an Affiliate of Landlord owns adjacent to the Shopping Center, for a store engaged in the business of the sale of Furniture; and provided further that, if a change in use under an existing lease requires Landlord's approval or consent (whether in connection with a proposed subletting or lease assignment or otherwise), Landlord shall not grant such approval or consent if it has the discretion to deny any change or its discretion permits denial due to the existence of Tenant's rights hereunder.

The operation of (i) a retail store and/or outlet for the sale of (1) furniture (household and office) and other home and office furnishings and/or accessories, including, without limitation, bedding, headboards, trundle beds, brass beds, bed frames, bed rails, water beds and component parts for each of the foregoing, mattresses, mattress covers, box springs and their component parts, plus, without limitation, storage, office, lunchroom and/or break room, customer accommodation areas, and other uses ancillary thereto which are customary in retail furniture establishments (such use is herein referred to as "**Tenant's Normal Use**").

Landlord shall not during the Lease Term permit the use of any portion of the Shopping Center for the following uses: bowling alley; "Second hand" store; "Dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price; "Wholesale" or "factory outlet" store, a "surplus" store or a store commonly referred to as a "discount house" unless a retailer operating a business generally considered to be one of the foregoing has been leased space within at least two (2) other first-class shopping centers of comparable size located in the Houston, Texas area (by way of example only, the use of space by a retailer such as "Off 5th by Saks" or "CardsMart" would not constitute a prohibited use); funeral home or mortuary; flea market; tattoo parlor or body piercing; theatre; billiard parlor; adult video store and/or night club; arcade; tavern or bar (provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than 35% of the annual gross sales of such restaurant); mobile home park or trailer court; skating rink; veterinary hospital; pawn shop; bingo club; place of religious worship; establishment selling or exhibiting pornographic materials; liquor store except provided such store doesn't exceed 5,000sf; discount tobacco store; lawn and garden products; pet store exceeding 3,000sf; assembly halls; schools; museum; amusement park; dancehall; warehouse; automobile body and repair shop; car wash except that a car wash operated at the location shown on the Site Plan attached as Exhibit "A" to this Lease as the "HEB OUTPARCEL" shall be permitted; health club, spa, or gym exceeding 3,000sf except that a health club, spa and gym containing not more than 33,700 square feet of space shall be permitted if located within the location shown on the Site Plan attached as Exhibit "A" to this Lease as "PERMITTED HEALTH SPA AREA" with the sole customer entrance located not more than 50 feet from the southern demising wall of such space; auction house; living quarters, sleeping apartments, lodging rooms.

3. **Burlington Coat Factory** - No portion of the Protected Parking Area may be modified without Tenant's prior consent; except for premises and outparcels in the Shopping Center marked on Exhibit A of the Lease as Permitted Restaurant Areas, no restaurant or other premises for on-premises food or beverage consumption may be erected within 150' of any part of the Demised Premises; no premises in the Shopping Center shall be leased to a baby goods store such as Babies R Us, Buy Buy Baby Superstore, Geoffrey and USA Baby, or primarily as a linens store such as, but not limited to, Linens N Things and Bed Bath & Beyond. Height of buildings on Pads H through M as shown on

Exhibit A of the Lease shall be no more than the heights of the respective buildings on those pads on the Effective Date.

4. **Carl's Jr** - So long as no Tenant event of default exists and is continuing beyond any applicable cure period and Tenant continuously operates its business on the Premises for the Permitted Use (except to the extent Tenant is closed but rebuilding after a casualty or due to remodeling or other work being performed on the Premises, or due to any other matter beyond Tenant's reasonable control, e.g., utility failure, war, etc.), Landlord shall not sell, lease or permit a sublease of space within that portion of the Center shown as the "Restricted Area" on Exhibit 4.3.1 attached hereto and commonly referred to as freestanding pads H, I, K, L and M, or any pad hereafter created on that portion of the Center located west of Business Center Drive (the "**Restricted Property**") to another party that will use its premises in the Restricted Property primarily for the sale of hamburger based sandwiches.

5. **Cartridge World** - Landlord will not lease any space in the Shopping Center to any other tenant leasing less than 10,000 SF specializing in refilling ink and toner cartridges.

6. **Compass Bank** - 9.3 Operation of the Development. Landlord shall not allow any use within the Development and Tenant shall not use or permit the use of the Premises for the following: funeral establishment; automobile, boat or other motor vehicle sale, leasing, repair or display establishment or used car lot, including body repair facilities and/or service stations; auction or bankruptcy sale; pawn shop; outdoor circus, carnival or amusement park; shooting gallery; off-track betting (provided that state sponsored lottery tickets shall not be prohibited); any theater, amusement facility and/or facility selling or displaying books, magazines, literature, or videotapes containing Adult Material ("Adult Material" is defined as any printed and/or pictorial work that appeals to a prurient interest in sex, is patently offensive according to contemporary community standards, and has no serious literary, artistic, political, or scientific value, and any printed and/or pictorial work rated X, XX, XXX (or of a rating assigned to works containing material more sexually explicit than XXX), and, notwithstanding anything to the contrary contained in this Lease, no material shall be considered Adult Material if: (1) it is available, or of the type to be available to the community, through a broadcast network (i.e., NBC, ABC or CBS); or (2) it is such a material that is, or has been in a cinema or theater for public viewing in the community where the Premises is located; provided, however, that any material rated X, XX, XXX, or rated for more sexually explicit content than XXX, shall be considered Adult Material and restricted regardless of its availability to the general public)); any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms; auditorium, meeting hall, ballroom, or other place of public assembly; unemployment agency, service or commission; gymnasium, health club, dance hall; cocktail lounge, disco, after-hours club, or night club; bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; video game or amusement arcade, except as an incidental part of another primary business; skating or roller rink; car wash, car repair; second hand store, auction house, or flea market; dry cleaning plant; storage facility (except as incidental to and in support of retail use); truck rental; outdoor amusement facility; wholesale and/or distribution operation; sporting event or other sports facility; massage parlor.

7. **Denny's** - Lessor will not lease any space in the Shopping Center to any other full-service, sit-down restaurant whose primary business is all-day breakfast service (such as IHOP, Grandy's, Kettle, Waffle House or similar restaurants excluding La Madeleine and McDonald's).
Shopping Center Exclusives granted are listed on Ex G.

8. **Dental Etc.** - Provided Tenant is not in default under this Lease and has continuously operated its business at the Premises, and subject to the provisions of Section 5.1, Landlord will not lease any

space in the area shown as Retail #4 of the Shopping Center to any other tenant whose business is a dental office.

9. **Dive Zone SCUBA** - Landlord shall not lease space within the Shopping Center to another tenant primarily for providing scuba diving training/instruction.

110. **Dream Flowers** - Within Retail Bldg 2 depicted on Exhibit J, Landlord shall not lease space to another florist.

11. **Dynamic Fitness Club** - So long as Tenant is not in default and is operating its business in the SC, Landlord shall not lease to another Tenant whose premises exceed 2,500 sf for use as a health club facility offering weight training, aerobic training and free weights.

12. **Eyes & Optics** - Provided Tenant is not in default under the Lease and has continuously operated its business in the Premises, and subject to the provisions of Sec 5.1, Landlord will not lease any space in the Shopping Center to (i) any other private or franchise optometry or ophthalmology clinic as tenants in retail centers #1, #2, #3 or #4, or (ii) a dry cleaning plant, nail salon or restaurant directly adjacent to the Leased Premises for the duration of the Lease.

13. **FedEx Kinkos** – Subject to the terms and conditions of this Lease, Tenant shall have the exclusive right upon the Property and within the Shopping Center to provide, offer and/or sell the following goods and services to the public for remuneration: photocopying (color and black and white copying) of documents (but not photographs, whether or not digital); large format printing such as banners and cut vinyl signs; overnight courier services (provided Landlord may locate one [1] United States Postal Service mailbox at the Shopping Center, but not within 200 feet of any portion of the Premises); and packaging and shipping services (excluding any gift wrapping, packaging, shipping or similar services that tenants provide in the normal course of their businesses in shipping customer orders or purchases) (collectively, "**TENANT'S CORE EXCLUSIVE USES**"). In addition, subject to the terms and conditions of this Lease, Tenant shall have the exclusive right to offer the following goods and services to the public for remuneration: printing of documents (but not photographs, whether or not digital); digital printing of documents (but not photographs, whether or not digital); digital imaging of documents (but not photographs, whether or not digital); binding of documents (but not photographs, whether or not digital); mounting of documents (but not photographs, whether or not digital); laminating of documents (but not photographs, whether or not digital); blueprinting; desktop publishing; retail art and graphic design; video teleconferencing; mail and facsimile services, on-site computer rentals (but excluding rentals of other forms of technology, including, without limitation, gaming systems, phones, and televisions, or rentals made as a part of any furniture rental operation); on-site computer learning and training for services in connection with computer software and hardware; internet access; document exchange; passport photography and film processing; digital photo processing; and word processing and typing services (collectively "**TENANT'S SECONDARY EXCLUSIVE USES**" and collectively with Tenant's Core Exclusive Uses "**TENANT'S EXCLUSIVE USES**"). Notwithstanding anything contained herein to the contrary, Tenant agrees that the provisions set forth above relating to Tenant's Exclusive Uses shall not in any manner whatsoever (a) limit, prohibit or restrict Landlord's ability to lease, sell or permit the use of any space in the Property for use by a tenant operating as an office supply store (such as, but not limited to, Office Depot, Office Max or Staples), "specialty" office supply store (such as, but not limited to, Cartridge World) or store whose primary use is the sale of stationary, (b) limit, prohibit or restrict Landlord's ability to lease, sell or permit the use of any space in the Property for use by a tenant operating as a camera or photo store (including, without limitation, Ritz Camera, Wolf Camera or any similar local, regional or national retailer) or a photography studio, (c) apply to any tenant leasing or occupying 15,000

square feet or more, regardless of use, (d) limit, prohibit or restrict another tenant from performing any of such activities in connection with the operation of its business (such as, but not limited to, computer training for employees or photocopying for business purposes), (e) limit, prohibit or restrict the placement, use or operation of automated teller or advanced financial services machines or kiosks or (f) limit, prohibit or restrict Landlord's ability to lease, sell or permit the use of any space in the Property for use by a tenant for any of Tenant's Secondary Exclusive Uses, goods or services as an "incidental portion" of total retail activity by any tenant of the Property.

14. **H & R Block** – Landlord shall not lease space in Retail 1 to another tenant who will use the space for the preparation of tax returns.

15. **HEB** - Exclusives. Landlord has not, and so long as this Lease shall be in effect, will not directly or indirectly lease, rent, occupy or permit to be occupied or used any part of the Shopping Center (other than the Leased Premises) for the purpose of or in connection with the conduct of a food store business or food department, or for the storage, display, or sale of (i) edible groceries, including but not limited to meats, poultry, seafood, produce, frozen foods, dairy products, bakery products, wine, malt, alcoholic or nonalcoholic beverages, and any other items of food and beverage, (ii) health and beauty products, including but not limited to hair products and supplies, cosmetics, skin and body products, vitamins, herbs, and nutritional supplements, (iii) pet food and supplies, (iv) greeting cards, gift wrapping supplies, and party products, (v) baby apparel, supplies, and furniture, (vi) tobacco products, (vii) lawn and garden products, (viii) fresh flowers, plants, floral supplies and products, (ix) non-prescription pharmaceuticals, (x) prescription pharmaceuticals or other products which are required by law to be dispensed by a registered pharmacist, (xi) gasoline or other fuel for vehicles or (xii) a car wash, or any of them; provided, however, that this restriction shall have no application to the following:

(a) the Incidental Sale (as defined below) by a store (the principal business of which is not a food store) of (x) candy, cookies, gum, nuts, dietetic foods, ice cream, popcorn, non-alcoholic beverages and other items of food (except fresh meat, poultry, seafood and produce), and/or (y) any of the items set forth in subparagraphs 9(b)(1)(ii) through (ix) above;

(b) the operation of a specialty ice cream and/or frozen yogurt store;

(c) a liquor store on Shopping Center West, provided that the total Floor Area of any such store does not exceed 5,000 square feet;

(d) the sale of tobacco or tobacco products by a specialty tobacco store such as that currently operated as "Humidor", but not a store whose principal business is the discount sale of tobacco products or any such store with a drive-thru facility;

(e) the operation of a specialty coffee store;

(f) one or more restaurant(s) located more than three hundred feet (300') from the Building; provided that (i) no individual restaurant on each of Pad A and Pad B shall exceed 5,000 square feet of Floor Area in the aggregate and the front door of any such restaurant shall face State Highway 288, and (ii) all restaurants in the Shopping Center shall not exceed 75,000 square feet of Floor Area in the aggregate; provided, however, that all restaurants in Shopping Center East shall not exceed 25,000 square feet of Floor Area in the aggregate. In any event, any restaurant permitted hereby shall have no more than twenty percent (20%) of the Gross Sales from such operation derived from the sale of alcoholic beverages;

(g) the operation of a diet specialty store such as "WeightWatchers";

(h) the operation of a pet store, provided that the total Floor Area of any such store does not exceed 3,000 square feet;

(i) the operation of a specialty card store on Shopping Center West such as that currently operated as "Hallmark"; provided that the total Floor Area of any such store does not exceed 3,000 square feet;

(j) the sale of baby apparel, supplies and/or furniture on Shopping Center West by a retailer such as that currently operated as "Beall's" or "Marshall's" whose primary business is not the sale of baby apparel, supplies or furniture;

(k) the sale of lawn and garden products by a hardware store on Shopping Center West such as that currently operated as "Ace Hardware" or "Tru Value", provided that the total Floor Area devoted to the sale or display of barbeque grills and related equipment and supplies shall not exceed the lesser of (i) five percent (5%) of the Floor Area of such premises, or (ii) 1,000 square feet;

(l) the operation of a retail flower store on Shopping Center West, provided that the total Floor Area of any such store does not exceed 2,500 square feet; and the sale of fresh flowers, plants, floral supplies and products on Shopping Center West by a nursery such as that currently operated as "Calloway's", provided that any such nursery may not be closer than 400 feet from the Building as depicted on the Site Plan; or

(m) the operation of a retail health and beauty products store on Shopping Center West which sells, by way of example, hair products and supplies, cosmetics, skin and body products, vitamins, herbs, and nutritional supplements; provided that the total Floor Area of any such store does not exceed 5,000 square feet of Floor Area.

The stores permitted under subparagraphs (b) through (l) above shall not have a common door or be operated as a common enterprise, but the foregoing shall not preclude the sale of items permitted in one of such paragraphs in a store permitted under a different subparagraph, provided that the square foot area limitations for such store, if any, as set forth above shall not thereby be increased due to any such sales. Furthermore, any restaurant uses permitted hereby, except for a takeout or delivery pizza store, or a sandwich shop (such as that currently operated as a Subway or Quizno's) must have as their principal business the sale of prepared food for on-premises consumption; provided that the Incidental Sale of prepared food for off-premises consumption (as defined in this paragraph) and the operation of a fast-food restaurant such as McDonald's, Taco Bell or Wendy's on a Pad shall also be permitted; but it is expressly understood that the operation of a meals-to-go business such as that currently operated by Eatzi's, Luby's Meals-to-Go, Dean and Deluca's shall not be permitted. For purposes of this paragraph 9(b)(1), (i) "Incidental Sale" shall mean ten percent (10%) or less of gross sales from such premises attributable to the sale of any of the items set forth in paragraph 9(b)(1)(a) above, and (ii) "Incidental Sale of prepared food for off-premises consumption" shall mean thirty percent (30%) or less of gross sales from such premises.

(2) Prohibited Office, Other Uses. Landlord will not permit the use of any portion of the Shopping Center for any purpose other than retail, office and service establishments common to first-class shopping centers of comparable size located in the Houston, Texas area. Notwithstanding the foregoing, office use shall not exceed twenty percent (20%) of the Shopping Center buildings. Service establishments shall include, but not be limited to, the business of financial institutions, investment, real estate, and insurance offices, cleaners, barber and beauty shops, shoe repair shops, optical stores and

optician offices, and travel agencies. No store occupying more than 20,000 square feet of Floor Area and primarily engaged in the sale of office products and supplies (such as that currently operated as "Office Depot" or "Office Max"), and no store occupying more than 25,000 square feet of Floor Area and primarily engaged in the sale of consumer electronics equipment and supplies (such as that currently operated as a "Circuit City" or "Best Buy") may be situated on Shopping Center East and in no event shall any such store be closer than 400 feet from the Building as depicted on the Site Plan. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center, which is obnoxious to or out of harmony with the development or operation of the Leased Premises, including, but not limited to, any of the following uses (collectively, the "Prohibited Uses"): any nuisance; any use which violates laws or requirements of governmental authorities having jurisdiction over the Shopping Center; the primary use of any building as a warehouse; an assembly hall; distillation operation; a telecommunications tower; mobile home or trailer park; the drilling for and/or removal of subsurface substances; kennel or veterinary clinic where animals are kept overnight; school (except that the foregoing shall not prohibit cooking classes, wine classes or other instructional classes on the Leased Premises); church; assembly hall; museum; pawn shop; movie theatre; game room or amusement park; skating rink; pool hall or billiard parlor; bowling alley; dancehall; saloon, cocktail lounge, nightclub or bar (including a restaurant which derives more than twenty percent (20%) of its annual gross revenues from the sale of alcoholic beverages); mortuary or funeral home; automobile body and repair shop; flea market; or adult book store or store selling sexually explicit material.

(3) Adjacent Property of Landlord. If at any time during the Term of this Lease, Landlord, or any entity in which Landlord owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Landlord, now owns or hereafter acquires real property within a one (1) mile radius of the Shopping Center (the "Adjacent Property"), Landlord covenants and agrees as follows: (i) such Adjacent Property shall not be used for the operation of (x) a food store business or food department in excess of 10,000 square feet of Floor Area; (y) a pharmacy or the sale of products which are required by law to be dispensed by a registered pharmacist; and/or (z) a fuel service station; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such Adjacent Property shall not materially interfere with or alter the visibility of and public access to the Leased Premises or the visibility of any Shopping Center and/or Leased Premises pylon or monument signage permitted under this Lease; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers on the Adjacent Property; and (iv) any building constructed on an outparcel (each an "Outparcel") located on such Adjacent Property and within two hundred fifty feet (250') of the boundary of the Shopping Center shall additionally comply with the restrictions set forth in paragraph 9(b)(4) below.

(4) Outparcel Restrictions. Landlord covenants and agrees that, in addition to the restrictions set forth in paragraph 9(b)(3) above, any buildings constructed on an Outparcel shall also be subject to the following restrictions: (i) no more than one (1) building shall be constructed on any Outparcel; (ii) no building shall exceed one (1) story in height; (iii) no building shall exceed twenty-eight (28') feet in height; (iv) the Floor Area of any building constructed on an Outparcel shall be limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of such Outparcel without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof and without reliance on any other property; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; and (vi) in the event any improvements located on any Outparcel shall be damaged or destroyed, and the owner of such Outparcel elects not to repair or restore such improvements, such Outparcel owner shall promptly raze and remove such damaged or destroyed improvements and either landscape or pave the same, and thereafter maintain such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Areas. For purposes of this paragraph, the Floor Area of any building constructed on an Outparcel shall also be

deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

16. **Hobby Lobby** - **Exclusive/Restrictions** - The Shopping Center will be used solely for promoting and operating a retail shopping center and LL will not erect or raze any building or permit any obstruction of any portion of the common areas shown on Exhibit "A" except as reserved and designated for future expansion. Tenancy is restricted to (a) retail stores selling quality merchandise, (b) financial institutions, (c) service shops, (d) professional offices, and (e) parking areas. **No arts and craft or fabric store**, no bowling alley, second-hand store, funeral home, flea market, tattoo parlor, theater, billiard parlor, adult video store or book store, or night club is permitted within the shopping center. No package store selling liquor, beer/wine, health club, exercise studio, spa or other place of recreation or amusement shall be operated within 300 feet of the Leased Premises. Tenant has the right to abate all rental obligations during the period of any such violation.

17. **Houston Swim Club** – Landlord shall not allow another tenant of the Shopping Center to primarily use the premises for swimming lessons, swimming practice, swimming instruction, swimming competitions or swimming birthday parties.

18. **Jamba Juice** – Provided Tenant is not in default under the Lease beyond any applicable cure period and has continuously operated its business at the Premises, Landlord will not lease any space in the Shopping Center to any other tenant whose primary business derives greater than twenty-five percent (25%) of its revenues from the sale of juices and blended juice drinks (including, but not limited to, smoothies (hot or cold) and juice health supplements. The foregoing exclusive use right granted to Tenant shall not apply to the sale of milk shakes, malts, blended coffee drinks, tea, ice cream or blended yogurt drinks or to ice cream retailers (including but not limited to Baskin Robbins, Marble Slab, Cold Stone Creamery, and Maggie Moo's) or coffee retailers (including, but not limited to, Starbucks, Caribou Coffee, Coffee Bean & Tea Leaf; the Coffee Beanery, and Seattle's Best).

19. **Jenny Craig** – So long as no Event of Default exists and is continuing and Tenant continuously operates its business in the Premises for the Permitted Use, Landlord shall not lease space in the HEB portion of the Shopping Center, as outlined on **Exhibit A-3**, to another tenant that will use its premises in the Shopping Center for a weight loss center (the "**Exclusive Use**"). Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that this provision shall not apply in any way to (a) to the Medifast Weight Control Center currently operating in the Shopping Center or any tenant or other occupant leasing or occupying space in the Shopping center under a lease or other agreement as of the Commencement Date, or to such tenants or occupants successors, assigns, or subtenants, or (b) any other property owned by Landlord or an affiliate of Landlord other than the Shopping Center. "Weight loss center" shall be defined as only those businesses that (1) derive more than ten percent (10%) of their total sales from the sale of pre-packaged food products utilized as part of a weight-loss program, and (2) such food products are not advertised to the public as a weight loss product. Examples of tenants that would violate this Exclusive Use provision include, but are not limited to, Weight Watchers, Quick Weight Loss, and Medifast.

20. **Longhorn Steakhouse** - so long as (i) no Tenant event of default exists and is continuing beyond any applicable cure period and (ii) Tenant is operating a steakhouse restaurant at the Premises, Landlord shall not (a) sell or lease space within the Center to another party that will use its premises in the Center as a full service sit down restaurant (service by waiter or waitress) serving primarily steaks and/or prime rib, or (b) sell or lease space within the Center to any of the following operators that are currently

known as "Chop House", "Golden Corral", "Logan's Roadhouse", "Lone Star", "Texas Land & Cattle", "Original Roadhouse Grill", "Outback", "Roadhouse Grill", "Ryan's Steakhouse", "Sagebrush", "Saltgrass Steakhouse", "Sizzler", "Smokey Bones", "Steak and Ale", "Ted's Montana Grill", "Texas Roadhouse", "Texas Steakhouse", "Trail Dust Steakhouse", "Tumbleweed", "Fogo de Chao", "Texas De Brazil" (the "Exclusive Use").

21. **Massage Heights** – Solely for a lawfully operated massage clinic, performing Swedish, trigger point, soft and deep tissue, sports, cranial sacral myofascial release, effleurage, friction, petrissage and reflexology massage, performed by licensed massage therapists only, in conformance with all applicable governmental, medical, and industry codes laws, rules and regulations; and retail sales pertaining to massage therapy use and other ancillary purposes associated therewith (no sauna or whirlpool activities allowed), and for no other purpose. In no event shall Tenant use the Premises as a "massage parlor" or any other use inconsistent with a family-oriented shopping center.
Exclusive - Section 1.1p – Provided Tenant is not in default under the Lease (beyond any applicable cure period) and has continuously operated its business at the Premises, Landlord will not lease any space in the Shopping Center to any other tenant whose primary use is the sale of professional therapeutic massage services, which may or may not be membership oriented, provided however, that a medical spa may be located in the Shopping Center. Landlord shall not allow any other party in the Shopping Center to offer massage services exceeding 15% of the tenant's gross sales.

22. **McDonald's** - Sec 4 F – **Exclusive**: Landlord agrees that no property other than Tenant's Premises within that portion of the Shopping Center as shown on Ex C shall be used as a restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility which shall mean an establishment which offers, on its menu more than (i) 2 hamburger based sandwiches, plus a hamburger sandwich based kids meal (for a total of 3 hamburger sandwich based offerings. Exclusive shall not apply to any grocery store in the Houston area including HEB. The exclusive excludes restaurants with waiter/waitress service including Denny's, Red Robin, Logan's, Chili's, Cheddar's Casual Café and Applebee's. The exclusive prohibits restaurants such as Arby's, Big Boy, Burger Chef, Burger King, Carl's Jr., Culver's, A&W, Back Yard Burger, Fuddrucker's, Hardee's, In and Out Burgers, Jack in the Box, Steak N Shake, Dairy Queen, Johnnie Rocket, Rally's, Rax, Sonic, Wendy's, White Castle, Whataburger, and Rocket's.

23. **McGrory Orthodontics** – Landlord will not lease any space in the Shopping Center to any other orthodontic office, but does not apply to any uses by a current tenant. Landlord may lease to a dental or medical office.

24. **Men's Wearhouse** – Landlord represents and warrants that Tenant has the exclusive right within the Shopping Center to (a) rent or sell men's formalwear in the Shopping Center; and (b) to sell Restricted Items; provided however, that other tenants and occupants of the Shopping Center shall be permitted to sell Restricted Items, in the aggregate, in any manner that does not constitute a Use Violation. For purposes of this Lease, a "Use Violation" means (a) the use by any tenant or other occupant of the Shopping Center, including a Temporary Store, of thirty percent (30%) or more of its sales area for the aggregate sale of Restricted Items, or (b) the rental of men's formalwear by any tenant or other occupant of the Shopping Center, including a Temporary Store. "Restricted Items" means men's suits, men's formalwear, men's sports coats, and men's dress slacks. "Temporary Store" means (a) a store or business in the Shopping Center operated by a tenant (or any assignee or subtenant), licensee, or occupant under a lease, license or agreement, oral or written, for a term less than one (1) year; or (b) a store or business that is not expected or required to operate continuously for at least twelve (12) consecutive months.

25. **NightLight Pediatrics** - Landlord shall not (i) lease space in the Shopping Center to another tenant that will use its premises in the Shopping Center "primarily" as a pediatric "urgent care center", (ii) for the ten (10) year period commencing on the Commencement Date and ending on the tenth (10^{th}) anniversary thereof, lease space in that portion of the Shopping Center identified on **Exhibit A-2** as Restricted Property A ("**Restricted Property A**") to another tenant that will use its premises in Restricted Property A "primarily" as an "urgent care center" (the "Ten Year Restriction"), or (iii) for the five (5) year period commencing on the Commencement Date and ending on the fifth (5^{th}) anniversary thereof, lease space in that portion of the Shopping Center identified on **Exhibit A-2** as Restricted Property B ("**Restricted Property B**") to another tenant that will use its premises in Restricted Property B "primarily" as an "urgent care center" (the "Five Year Restriction") (collectively the "**Exclusive Use**").

26. **NutriShop** - Sec 31 - Landlord shall not lease space in that portion of the Shopping Center shown hatched on **Exhibit A-3** (the "**Restricted Area**") to another tenant that will use its premises in the Restricted Area primarily for the sale of sports nutrition products, weight loss products and vitamins (the "**Exclusive Use**"), including but not limited to GNC, Vitamin Shoppe, Total Nutrition, or Great Earth Vitamins. Primarily means more than 20%.

27. **Pacific Dental** – Landlord shall not lease space in the Shopping Center East (as depicted on Exhibit A-2) to another tenant for general or specialty dentistry (including orthodontics, pediatric dentistry, oral surgery, periodontics, endodontics, and cosmetic surgery) services or operations.

28. **Pearl Dynasty** – Provided Tenant is not in default under the Lease and has continuously operated its business in the Premises, and subject to the provisions of Section 5.1, Landlord will not lease any space in the Shopping Center to any other restaurant on the East side of Business Center Drive whose primary use is as a Chinese restaurant.

29. **Rising Sun Karate** - Landlord shall not lease space in the Shopping Centre to another tenant that will use its premises in the Shopping Center primarily as a karate instructional facility. Primarily means 25% or more of such tenant's annual gross sales.

30. **Roosters Men's Grooming** - Provided Tenant is not in default under this Lease and has continuously operated its business at the Premises, and subject to the provisions of Section 5.1, Landlord will not lease any space in the Shopping Center to any other upscale men's barbershop offering haircuts and shaves. Notwithstanding the foregoing, the exclusive use granted herein shall not prohibit Landlord from leasing premises in the Shopping Center to any discount hair salon such as Super Cuts, full service salons or spas, hair salons or barbershops catering to children such as Cartoon Cuts or salons catering primarily to women.

31. **Sakura Japanese Steakhouse** - Landlord shall not lease space to a restaurant offering Japanese cuisine, which is sushi and Japanese food prepared on a hibachi grill. Tenant's sole remedies are to terminate the lease or reduce base rent by 50%.

32. **Snip-Its Haircuts for Kids** – So long as no Event of Default exists and is continuing and Tenant continuously operates its business in the Premises for the Permitted Use, Landlord shall not lease space in the Shopping Center to another tenant that will use its premises in the Shopping Center primarily for children's haircutting and grooming. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that this provision shall not apply to (a) any tenant or other occupant leasing or occupying space in the Shopping Center under a lease or other agreement as of the Commencement Date,

including, but not limited to, Supercuts, Roosters, or Aisha's Salon, or to such tenant's or occupant's successors, assigns, or subtenants, or (b) any other property owned by Landlord or an affiliate of Landlord other than the Shopping Center.

33. **Subway** - Landlord shall not lease space within the Restricted Property outlined on Exhibit I of the Lease to another tenant who will use the premises primarily for the sale of made to order submarine sandwiches prepared and sold in counter-service setting.

34. **Supercuts** – Provided Tenant is not in default under this Lease, and is operating its business at the Premises, Landlord will not lease any space within that portion of the Shopping Center cross hatched on Exhibit "A-2" attached hereto and incorporated herein to any other tenant operating a hair salon or barber shop.

35. **Taco Cabana** - As material inducement for Lessee to enter into this Lease, Lessor and its respective successors and/or assigns, shall not convey, assign, license, sell or lease any property adjoining the Premises or within the Shopping Center, whether now owned by, leased by, or hereafter acquired by Lessor, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a restaurant with gross revenues of 15% or more from the sale of quick-serve Mexican food, exclusive of taxes, beverages and dairy product sales (the "Restriction"). The Restriction shall apply only as long as all of the following conditions exist: (i) Lessee is occupying the Premises and operating as a Mexican food restaurant, and (ii) Lessee is not in default exclusive of any cure period under this Lease. This provision shall not prohibit (and the Lessor shall not be in default hereunder if there is) (i) the operation of a Lupe Tortilla restaurant within the Shopping Center; or (ii) a full service sit down restaurant (as opposed to a "quick serve" Mexican food restaurant) that has less than 35% of its gross sales from Mexican food; and (iii) this provision shall not apply to HEB Grocery Store or Academy Sports and Outdoors.

36. **Thai Cottage** – Provided Tenant is not in default under this Lease and has continuously operated its business at the Premises, and subject to the provisions of Section 5.1, Landlord will not lease any space in the Shopping Center to any other person or entity that has a primary use as a Thai restaurant.

37. **T-Mobile** - Landlord shall not allow any use within that portion of the Shopping Center labeled as Pad Sites D, E, F and G on the site plan attached hereto and Tenant shall not allow any use in the Premises which (i) causes or creates a nuisance, (ii) is obnoxious, (iii) generally detracts from the first-class retail nature of the Shopping Center, or (iv) materially interferes with Tenant's business, provided, however, that nothing contained in this Lease shall prohibit or in any manner limit Landlord in leasing premises within the Shopping Center to other tenants for the same as Tenant's Permitted Uses. In the event that Landlord enters into such a lease or leases, the same shall not constitute a default or otherwise breach Landlord's obligations under this Lease. Such prohibited uses shall exclude existing tenants of the Shopping Center as of the date hereof and shall include, but not be limited to, (a) flea markets, (b) storage of motor vehicles, boats or trailers, (c) automobile repair operations, (d) "head shops" or other similar type uses, (e) automobile sales, (f) intentionally omitted (g) vocational schools or training classes unrelated to a primary retail use, (h) manufacturing or assembly facilities, (i) churches or places of religious congregations, and (j) intentionally omitted.

38. **Tutti Frutti** - Landlord shall not lease space to another tenant in the portion of the Shopping Center described on Exhibit J that will use its premises primarily for the sale of self serve frozen yogurt. Primarily means more than 25% of such tenant's gross sales.

39. **Verizon** - Landlord agrees that neither it nor any related or affiliated entity shall enter into any agreement giving any third party the right, nor permit any third party during the Lease Term the right, to conduct any business which is the same or substantially the same, in whole or in part, as the furnishing of wireless and/or wireline communications services (including, without limitation, voice, data, paging, text messaging, television, video, fiber optic cable and internet access) and the sale and servicing of wireless and/or wireline communications equipment and related accessories with Pad B of the Shopping Center.

40. **Which Wich** – Provided Tenant is not in default under the Lease beyond any applicable notice and cure periods and has continuously operated its business at the Premises, Landlord will not lease any space within Retail Building #3 of the Shopping Center to any other quick service or fast-casual restaurant that has a primary permitted use of selling sandwiches. For the purposes of this lease, a quick service or fast- casual restaurant shall not include any restaurant that utilizes wait staff in serving its patrons. For purposes of the Lease, a Tenant shall be considered to have a primary purpose of selling sandwiches only if the sale of sandwiches from such premises exceeds thirty percent (30%) of the gross sales from such premises. For the purposes of the Lease, "Sandwiches" shall not include burgers made from any meat, including, but not limited to, beef, poultry, fish, or vegetables, nor shall "Sandwiches" include pitas, burritos, or wraps made with tortillas or other flat breads.

PROHIBITED USES

- Bowling alley
- "Second hand" store
- Funeral home or mortuary
- "Wholesale" or "Factory Outlet" store, a "Surplus" store or a store commonly referred to as a "Discount house" unless a retailer operating a business generally considered to be one of the foregoing has been leased space within at least two (2) other first-class shopping centers of comparable size located in the Houston, TX area. By way of example only, the use of space by a retailer such as "Off Fifth by Saks" or "CardsMart" would not constitute a prohibited use.
- Flea market
- Tattoo parlor or body piercing
- Theatre
- Billiard parlor
- Adult video store and/or night club
- Tavern or bar (provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than 35% of the annual gross sales of such restaurant).
- Mobile home park or trailer court
- Skating rink
- Veterinary hospital
- Pawn shop
- Bingo club
- Place of religious worship
- "Dollar store" or "Big Lots" discount store or other similar operation selling merchandise at less than full retail price.
- Establishment selling or exhibiting pornographic materials
- Liquor store except provided such store doesn't exceed 5,000 square feet
- Discount tobacco store
- Lawn and garden products
- Pet store exceeding 3,000 square feet

- Assembly halls
- Schools
- Museum
- Amusement park
- Dance hall
- Warehouse
- Automobile body and repair shop
- Car wash except that a car wash operated at the HEB Outparcel shall be permitted
- Health club, spa, or gym exceeding 3,000 square feet except that a health club, spa and gym containing not more than 33,700 square feet of space shall be permitted if located within the "Permitted Health Spa Area"
- Auction house
- Living quarters, sleeping apartments, lodging rooms.

AMREIT
EXHIBIT 2

FIRST AMENDMENT OF LEASE

This First Amendment of Lease (this "Amendment") is made and entered into by and between AmREIT SPF Shadow Creek, LP, a Delaware limited partnership ("Landlord") and YogaOne Studios Pearland LLC, a Texas limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease dated April 16, 2014 (the "Lease") relating to approximately 3,500 square feet of retail space in the shopping center known as Shadow Creek Ranch Town Center and located at 2810 Business Center Drive, Suite 102, in Houston, Harris County, Texas.

B. Landlord and Tenant now desire to add certain terms of the Lease for the consideration and upon the terms and conditions hereinafter expressed.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Sales Reports. Tenant agrees to deliver to Landlord, within twenty (20) days after the end of each quarter during the Term of the Lease, a complete statement signed by a director, officer or member of Tenant showing Gross Sales for the preceding month. If Tenant shall fail to furnish to Landlord the quarterly statement required above on the due date, Landlord shall give Tenant notice thereof. If Tenant fails to supply said statements within ten (10) days of such notice, then Landlord may exercise any of the remedies available to Landlord for default by Tenant.

The term "Gross Sales", wherever used herein, is hereby defined to mean the dollar aggregate of:

(a) The sales prices of all goods, wares and merchandise sold, and the charges for all services performed, by the Tenant in, at, on or from the Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at, or are accepted by the Tenant in, the Premises whether delivery or performance thereof is made from or at any place other than the Premises; (ii) pursuant to mail, telephone or other similar orders received or filled at or from the Premises; (iii) as a result of transactions originating upon the Premises; and/or (iv) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Premises, or any part or parts thereof; and

(b) All moneys or other things of value received by the Tenant from its operations at, in or from the Premises.

2. Except as set forth in this Amendment, the terms and conditions of the Lease are hereby ratified and affirmed, and remain unchanged and in full force and effect. Capitalized terms

RR

used in this Amendment and not defined herein shall have the same meanings attributed to them in the Lease.

3. This Amendment may be executed in counterparts, each of which when taken together shall be deemed an original, but all of which shall be deemed for all purposes one and the same instrument. Counterpart signatures may be transmitted by facsimile and such fax signatures will be of full force and effect as if such signatures were originals.

4. Disclaimer. The submission of this document for review does not constitute an option, offer or agreement to lease space. This document shall be effective only upon Landlord's and Tenant's execution and Landlord's delivery of same to Tenant.

Executed the 23rd day of April 2014.

TENANT:

YOGAONE STUDIOS PEARLAND LLC

By: _____
Name: Roger Ripley
Title: Member

Address: 2316 Sheridan Street
Houston, TX 77030

LANDLORD:

AMREIT SPF SHADOW CREEK, LP
By: AmREIT SPF Shadow Creek GP, LLC, its general partner
By: Shadow Creek Holding Company LLC, its Sole Member
By: AmREIT Shadow Creek Acquisition, LLC, its Managing Member

By: _____
Name: Brett Treadwell
Title: Vice President

Address: 8 Greenway Plaza, Suite 1000
Houston, TX 77046

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made as of October 17, 2017 (the "Effective Date") by and between YogaOne Studios Pearland LLC, a Texas limited liability company ("Assignor"), and Yoga Works, Inc., a California corporation ("Assignee").

RECITALS

A. Assignor is the "Tenant" under that certain Lease, dated April 19, 2014, together with exhibits and attachments thereto (the "Lease"), pertaining to the real property and improvements located at 2810 Business Center Drive, Suite 102, Pearland, Texas, as fully described in the Lease (the "Premises"), and where AMREIT SBF Shadow Creek LP, is "Landlord".

B. Assignor and Assignee are also parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith, pertaining to the business conducted upon the Premises.

C. Assignee has requested and Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the Lease, and Assignee has agreed to such assignment and agrees to assume all of Assignor's obligations, liabilities and duties with respect to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby grants, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease.

2. Assumption. Assignee hereby accepts such assignment of Assignor's right, title and interest in, to and under the Lease, and assumes and agrees to be bound by the Lease, and agrees to keep, perform and fulfill all of the terms, covenants, obligations, agreements and conditions required to be kept, performed and fulfilled by Assignor under the Lease which arise and relate to periods on or subsequent to the Effective Date.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Lease assigned hereunder. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Assurances. Assignor hereby covenants that it will, at any time and from time to time following a written request therefor, execute and deliver to Assignee and its

successors and assigns, any additional or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence fully the assignment contained herein.

5. Binding Effect. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns.

6. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

7. Counterparts. This Assignment may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

YogaOne Studios Pearland LLC,
a Texas limited liability company

By:_____
Name: Roger Kuppy
Title: Member

ASSIGNEE:

Yoga Works, Inc.,
a California corporation

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

YogaOne Studios Pearland LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

Yoga Works, Inc.,
a California corporation

By:_____
Name: Kurt Donnell
Title: EVP, Partnerships and General Counsel

AMREIT
EXHIBIT 4

LANDLORD'S CONSENT TO ASSIGNMENT

This LANDLORD'S CONSENT TO ASSIGNMENT (this "**Consent**") is executed by AmREIT SPF Shadow Creek, LP, a Delaware limited partnership ("**Landlord**"), YogaOne Studios Pearland LLC, a Texas limited liability company ("**Tenant**"), and Yoga Works, Inc., a California corporation ("**Assignee**"), effective as of October 17, 2017 ("**Effective Date**"):

Recitals

A. Tenant is the tenant under that certain Lease (as amended, the "**Lease**") dated April 16, 2014, between Landlord and Tenant covering approximately 3,500 square feet of retail space (the "**Premises**") in the shopping center known as Shadow Creek Ranch Town Center and located at 2810 Business Center Drive, Suite 102, Pearland, Brazoria County, Texas (the "**Shopping Center**").

B. Tenant desires to assign Tenant's interest in the Lease to Assignee pursuant to the Assignment of Lease (the "**Assignment**") dated October 17, 2017, between Tenant and Assignee, a copy of which is attached hereto as **Exhibit A**.

C. The Lease requires Landlord's consent to any assignment of the Lease by Tenant.

D. All capitalized terms used in this Consent shall have the same meanings as set forth in the Lease, unless otherwise provided herein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord consents to the assignment of the Lease to Assignee pursuant to the Assignment.

2. Assignee assumes all of Tenant's covenants, duties and obligations under the Lease. Assignee acknowledges that it has carefully reviewed and understands the Lease. Except as specifically provided in the Assignment between Assignor and Assignee, all prepaid rentals, security deposits, operating expense reimbursements and/or offsets or credits under the Lease have been assigned by Assignor to Assignee. Landlord may deal exclusively with Assignee in the future regarding all aspects of the Lease, including (i) monetary and non-monetary defaults; (ii) year-end reconciliation of taxes, insurance, and common area maintenance expenses related to the Premises; and (iii) modifications of any provisions of the Lease.

3. Landlord's consent is not a release of Tenant or any Lease guarantor(s) from liability under the Lease.

4. Neither the Assignment nor this Consent shall (a) enlarge or increase Landlord's obligations or liability, or (b) reduce or decrease Landlord's rights, under the Lease or otherwise. Landlord is not a party to the Assignment and is not bound by its terms.

5. If the rental and/or other consideration payable to Tenant by Assignee under the Assignment exceed the rental payable under the Lease, then Tenant must pay Landlord the excess consideration. Tenant's failure to pay to Landlord such amounts is an event of default under the Lease.

6. As of the Effective Date, the notice address for the tenant under the Lease shall be as follows:

Yoga Works, Inc.
5780 Uplander Way
Culver City, CA 90230
Email: legal@yogaworks.com
Phone: (310) 664-6470

7. Tenant and Assignee each agree to indemnify, defend and hold Landlord and its designated property management, construction and marketing firms harmless from and against any and all damage, loss, cost or expense, including, without limitation, all attorneys' fees and disbursements, incurred by reason of any claim of or liability to any broker or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of the Assignment. Tenant's and Assignee's obligations under this Paragraph survive the expiration or termination of the Lease.

8. This Consent is binding on and inures to the benefit of the parties to this Consent and their successors and permitted assigns. Neither this Consent nor the Assignment may be recorded, without Landlord's prior written consent. In the event of any conflicts among the provisions of the Lease, the Assignment and this Consent, the provisions of this Consent and the Lease shall control; and in the event of any conflicts between the provisions of the Lease and this Consent, the provisions of this Consent shall control. Other than the Lease, the Assignment and this Consent, there are no other agreements, written or oral, between the parties relating to the Premises. No consideration is payable or will become due and payable to Tenant or any affiliate of Tenant in connection with the Lease except as set forth in the Assignment. This Consent shall not be amended orally, but only by an agreement in writing signed by all parties to this Consent.

9. After the Effective Date, and only in the event that Assignee shall cease its existence as a publicly-held company, Assignee shall deliver to Landlord within, ten (10) days after Landlord's written request therefor, (a) Assignee's most current financial statements prepared in accordance with recognized accounting principles, and certified to be true and correct by a principal or senior officer of Assignee, and (b) monthly sales figures for the Premises.

10. This Consent is conditioned upon receipt by Landlord of the Assignment Processing Fee due in accordance with Section 8E of the Lease in the amount of $1,500.00 to be paid by certified check or money order upon the execution of this Consent.

EXECUTED as of the Effective Date.

LANDLORD:

AMREIT SPF SHADOW CREEK, LP, a Delaware limited partnership
By: AmREIT SPF Shadow Creek GP, LLC, its general partner
By: Shadow Creek Holding Company LLC, its Sole Member
By: AmREIT Shadow Creek Acquisition, LLC, its Managing Member

By: _____
Jodie W. McLean, Chief Executive Officer

TENANT:

YOGAONE STIDIOS PEARLAND LLC

By: Roger Rippy (Oct 18, 2017)
Name: Roger Rippy
Title: Member

ASSIGNEE:

YOGA WORKS, INC.

By:
Name: Kurt Donnell
Title: EVP, Partnerships and General Counsel

Exhibit A: Assignment of Lease

EXHIBIT A

AT YOUR REQUEST, LANDLORD FURNISHES THIS FORM AS A COURTESY IN CONNECTION WITH YOUR ANTICIPATED TRANSACTION. NEITHER LANDLORD NOR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES REPRESENT YOUR INTERESTS NOR, BY FURNISHING THIS FORM, ARE WE PROVIDING LEGAL ADVICE TO YOU. LANDLORD DISCLAIMS ANY LIABILITY FROM YOUR USE OF THIS FORM. READ THIS DOCUMENT CAREFULLY. YOU SHOULD RETAIN COMPETENT LEGAL COUNSEL TO PROTECT YOUR INTERESTS AND TO ENSURE THE APPLICABILITY OF THIS FORM TO YOUR TRANSACTION.

[REMOVE THIS HEADING FROM FINAL DOCUMENT]

ASSIGNMENT OF LEASE

YogaOne Studios Pearland LLC, a Texas limited liability company ("Assignor"), for good and valuable consideration paid by Yoga Works, Inc., a California corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers and conveys unto Assignee, effective _____, 2017, all of Assignor's right, title, and interest as tenant in that certain Lease (including any renewals, extensions, or modifications thereof) (the "Lease") dated April 16, 2014, between AmREIT SPF Shadow Creek, LP, as Landlord, and Assignor, as tenant, for the lease of the premises located at 2810 Business Center Drive, Suite 102, in Pearland, Brazoria County, Texas, together with all and singular the premises therein described, to have and to hold the same for and during the remainder of the term of the Lease.

Assignee does hereby covenant and agree for itself and for its successors and assigns to perform all of the covenants and obligations required to be performed by the tenant under the Lease as if Assignee had been named as tenant therein.

Executed this _____ day of _____, 2017.

ASSIGNOR:

YOGAONE STUDIOS PEARLAND LLC

By: _____
Name:
Title:

ASSIGNEE:

YOGA WORKS, INC.

By: _____
Name:
Title:

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
1/1/2015		Beginning Balance	$0.00	$0.00	$0.00
12/1/2017	12/1/2017	CAM Escrow	$886.51		$886.51
12/1/2017	12/1/2017	Insurance Escrow	$109.70		$996.21
12/1/2017	12/1/2017	Base Rent	$8,750.00		$9,746.21
12/1/2017	12/1/2017	Real Estate Tax Escrow	$857.98		$10,604.19
12/7/2017	11/1/2017	CAM Escrow	$428.96		$11,033.15
12/7/2017	11/1/2017	Insurance Escrow	$53.08		$11,086.23
12/7/2017	11/1/2017	Base Rent	$4,233.87		$15,320.10
12/7/2017	11/1/2017	Real Estate Tax Escrow	$415.15		$15,735.25
12/7/2017	11/1/2017	CAM Escrow	$886.51		$16,621.76
12/7/2017	11/1/2017	Insurance Escrow	$109.70		$16,731.46
12/7/2017	11/1/2017	Base Rent	$8,750.00		$25,481.46
12/7/2017	11/1/2017	Real Estate Tax Escrow	$857.98		$26,339.44
12/7/2017	11/1/2017	Miscellaneous	$1,500.00		$27,839.44
12/7/2017		Payment Check #1430		($5,131.06)	$22,708.38
12/7/2017		Payment Check #16188		($10,604.19)	$12,104.19
12/7/2017		Payment Check #3234		($1,500.00)	$10,604.19
12/8/2017		Payment Check #16535		($10,604.19)	$0.00
1/1/2018	1/1/2018	CAM Escrow	$886.51		$886.51
1/1/2018	1/1/2018	Insurance Escrow	$109.70		$996.21
1/1/2018	1/1/2018	Base Rent	$8,750.00		$9,746.21
1/1/2018	1/1/2018	Real Estate Tax Escrow	$857.98		$10,604.19
1/2/2018		Payment Check		($10,604.19)	$0.00

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
		#17156			
2/1/2018	2/1/2018	CAM Escrow	$886.51		$886.51
2/1/2018	2/1/2018	Insurance Escrow	$109.70		$996.21
2/1/2018	2/1/2018	Base Rent	$8,750.00		$9,746.21
2/1/2018	2/1/2018	Real Estate Tax Escrow	$857.98		$10,604.19
2/5/2018		Payment Check #17887		($10,604.19)	$0.00
3/1/2018	3/1/2018	CAM Escrow	$886.51		$886.51
3/1/2018	3/1/2018	Insurance Escrow	$109.70		$996.21
3/1/2018	3/1/2018	Base Rent	$8,750.00		$9,746.21
3/1/2018	3/1/2018	Real Estate Tax Escrow	$857.98		$10,604.19
3/2/2018		Payment Check #18439		($14,613.37)	($4,009.18)
4/1/2018	4/1/2018	CAM Escrow	$886.51		($3,122.67)
4/1/2018	4/1/2018	Insurance Escrow	$109.70		($3,012.97)
4/1/2018	4/1/2018	Base Rent	$8,750.00		$5,737.03
4/1/2018	4/1/2018	Real Estate Tax Escrow	$857.98		$6,595.01
4/2/2018		Payment Check #19053		($10,604.19)	($4,009.18)
4/30/2018		Payment Check #19588		($10,604.19)	($14,613.37)
5/1/2018	5/1/2018	CAM Escrow	$886.51		($13,726.86)
5/1/2018	5/1/2018	Insurance Escrow	$109.70		($13,617.16)
5/1/2018	5/1/2018	Base Rent	$8,750.00		($4,867.16)
5/1/2018	5/1/2018	Real Estate Tax Escrow	$857.98		($4,009.18)
6/1/2018	6/1/2018	CAM Escrow	$886.51		($3,122.67)

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
6/1/2018	6/1/2018	Insurance Escrow	$109.70		($3,012.97)
6/1/2018	6/1/2018	Base Rent	$8,750.00		$5,737.03
6/1/2018	6/1/2018	Real Estate Tax Escrow	$857.98		$6,595.01
6/1/2018		Payment Check #20130		($13,449.46)	($6,854.45)
6/22/2018	7/22/2018	CAM Recon - PY	$83.78		($6,770.67)
6/22/2018	7/22/2018	CAM Recon - PY	$141.05		($6,629.62)
6/22/2018		CAM Recon - PY	($128.87)		($6,758.49)
7/1/2018	7/1/2018	CAM Escrow	$886.51		($5,871.98)
7/1/2018	7/1/2018	Insurance Escrow	$109.70		($5,762.28)
7/1/2018	7/1/2018	Base Rent	$8,750.00		$2,987.72
7/1/2018	7/1/2018	Real Estate Tax Escrow	$857.98		$3,845.70
7/3/2018		Payment Check #20577		($4,636.75)	($791.05)
7/31/2018		Payment Check #21100		($10,604.19)	($11,395.24)
8/1/2018	8/1/2018	CAM Escrow	$886.51		($10,508.73)
8/1/2018	8/1/2018	Insurance Escrow	$109.70		($10,399.03)
8/1/2018	8/1/2018	Base Rent	$8,750.00		($1,649.03)
8/1/2018	8/1/2018	Real Estate Tax Escrow	$857.98		($791.05)
9/1/2018	9/1/2018	CAM Escrow	$886.51		$95.46
9/1/2018	9/1/2018	Insurance Escrow	$109.70		$205.16
9/1/2018	9/1/2018	Base Rent	$8,750.00		$8,955.16
9/1/2018	9/1/2018	Real Estate Tax Escrow	$857.98		$9,813.14
9/4/2018		Payment Check #21687		($7,821.63)	$1,991.51

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
9/20/2018	10/1/2018	Late Fee	$139.13		$2,130.64
9/20/2018	10/1/2018	Late Fee	$13.70		$2,144.34
10/1/2018	10/1/2018	CAM Escrow	$886.51		$3,030.85
10/1/2018	10/1/2018	Insurance Escrow	$109.70		$3,140.55
10/1/2018	10/1/2018	Base Rent	$8,750.00		$11,890.55
10/1/2018	10/1/2018	Real Estate Tax Escrow	$857.98		$12,748.53
10/9/2018		Payment Check #22323		($10,604.19)	$2,144.34
11/1/2018	11/1/2018	CAM Escrow	$886.51		$3,030.85
11/1/2018	11/1/2018	Insurance Escrow	$109.70		$3,140.55
11/1/2018	11/1/2018	Base Rent	$8,750.00		$11,890.55
11/1/2018	11/1/2018	Real Estate Tax Escrow	$857.98		$12,748.53
11/5/2018		Payment Check #22937		($10,604.19)	$2,144.34
12/1/2018	12/1/2018	CAM Escrow	$886.51		$3,030.85
12/1/2018	12/1/2018	Insurance Escrow	$109.70		$3,140.55
12/1/2018	12/1/2018	Base Rent	$8,750.00		$11,890.55
12/1/2018	12/1/2018	Real Estate Tax Escrow	$857.98		$12,748.53
12/7/2018		Payment Check #23675		($10,757.02)	$1,991.51
1/1/2019	1/1/2019	CAM Escrow	$886.51		$2,878.02
1/1/2019	1/1/2019	Insurance Escrow	$109.70		$2,987.72
1/1/2019	1/1/2019	Base Rent	$8,750.00		$11,737.72
1/1/2019	1/1/2019	Real Estate Tax Escrow	$857.98		$12,595.70
1/2/2019	2/1/2019	Returned Check Fee	$25.00		$12,620.70
1/7/2019		Payment Check		($10,604.19)	$2,016.51

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
		#24015			
1/29/2019	6/1/2018	Management Fee Recon - PY	$791.05		$2,807.56
2/1/2019	2/1/2019	CAM Escrow	$886.51		$3,694.07
2/1/2019	2/1/2019	Insurance Escrow	$73.00		$3,767.07
2/1/2019	2/1/2019	Base Rent	$8,750.00		$12,517.07
2/1/2019	2/1/2019	Real Estate Tax Escrow	$1,522.00		$14,039.07
2/6/2019		Payment Check #24536		($14,039.07)	$0.00
3/1/2019	3/1/2019	CAM Escrow	$886.51		$886.51
3/1/2019	3/1/2019	Insurance Escrow	$73.00		$959.51
3/1/2019	3/1/2019	Base Rent	$8,750.00		$9,709.51
3/1/2019	3/1/2019	Real Estate Tax Escrow	$1,522.00		$11,231.51
3/8/2019		Payment Check #24932		($11,231.51)	$0.00
4/1/2019		Payment Check #25298		($13,472.79)	($13,472.79)
4/1/2019	4/1/2019	CAM Escrow	$886.51		($12,586.28)
4/1/2019	4/1/2019	Insurance Escrow	$73.00		($12,513.28)
4/1/2019	4/1/2019	Base Rent	$8,750.00		($3,763.28)
4/1/2019	4/1/2019	Real Estate Tax Escrow	$1,522.00		($2,241.28)
5/1/2019	5/1/2019	CAM Escrow	$886.51		($1,354.77)
5/1/2019	5/1/2019	Insurance Escrow	$73.00		($1,281.77)
5/1/2019	5/1/2019	Base Rent	$8,750.00		$7,468.23
5/1/2019	5/1/2019	Real Estate Tax Escrow	$1,522.00		$8,990.23
5/3/2019		Payment Check #25791		($7,380.58)	$1,609.65

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
5/20/2019	6/1/2019	Late Fee	$192.55		$1,802.20
6/1/2019	6/1/2019	CAM Escrow	$886.51		$2,688.71
6/1/2019	6/1/2019	Insurance Escrow	$73.00		$2,761.71
6/1/2019	6/1/2019	Base Rent	$8,750.00		$11,511.71
6/1/2019	6/1/2019	Real Estate Tax Escrow	$1,522.00		$13,033.71
6/7/2019		Payment Check #26204		($11,231.51)	$1,802.20
7/1/2019	7/1/2019	CAM Escrow	$886.51		$2,688.71
7/1/2019	7/1/2019	Insurance Escrow	$73.00		$2,761.71
7/1/2019	7/1/2019	Real Estate Tax Escrow	$1,522.00		$4,283.71
7/1/2019	7/1/2019	Base Rent	$9,625.00		$13,908.71
7/8/2019		Payment Check #26517		($12,299.06)	$1,609.65
8/1/2019	8/1/2019	CAM Escrow	$886.51		$2,496.16
8/1/2019	8/1/2019	Insurance Escrow	$73.00		$2,569.16
8/1/2019	8/1/2019	Real Estate Tax Escrow	$1,522.00		$4,091.16
8/1/2019	8/1/2019	Base Rent	$9,625.00		$13,716.16
8/2/2019		Payment Check #26781		($12,299.06)	$1,417.10
8/29/2019		Payment Check #SNP - CHECKING3745		($12,106.51)	($10,689.41)
9/1/2019	9/1/2019	CAM Escrow	$886.51		($9,802.90)
9/1/2019	9/1/2019	Insurance Escrow	$73.00		($9,729.90)
9/1/2019	9/1/2019	Real Estate Tax Escrow	$1,522.00		($8,207.90)
9/1/2019	9/1/2019	Base Rent	$9,625.00		$1,417.10
9/3/2019		Payment Check #27032		($12,106.51)	($10,689.41)

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
9/24/2019	10/24/2019	CAM Recon - PY	$598.25		($10,091.16)
9/24/2019	10/24/2019	CAM Recon - PY	$809.37		($9,281.79)
9/24/2019	10/24/2019	CAM Recon - PY	$277.79		($9,004.00)
9/24/2019		CAM Recon - PY	($8,043.82)		($17,047.82)
9/24/2019	10/24/2019	CAM Recon - PY	$447.30		($16,600.52)
9/24/2019		Insurance Recon - PY	($713.92)		($17,314.44)
9/24/2019	10/24/2019	Insurance Recon - PY	$196.02		($17,118.42)
9/24/2019	10/24/2019	Management Fee Recon - PY	$4,819.36		($12,299.06)
9/24/2019	10/24/2019	Margin Tax Recon - PY	$228.49		($12,070.57)
9/24/2019	10/24/2019	Real Estate Tax Recon - CY	$0.57		($12,070.00)
9/24/2019	10/24/2019	Real Estate Tax Recon - CY	$2,012.22		($10,057.78)
10/1/2019	10/1/2019	CAM Escrow	$886.51		($9,171.27)
10/1/2019	10/1/2019	Insurance Escrow	$73.00		($9,098.27)
10/1/2019	10/1/2019	Real Estate Tax Escrow	$1,522.00		($7,576.27)
10/1/2019	10/1/2019	Base Rent	$9,625.00		$2,048.73
10/20/2019	11/1/2019	Late Fee	$605.33		$2,654.06
10/20/2019	11/1/2019	Late Fee	$59.80		$2,713.86
11/1/2019	11/1/2019	CAM Escrow	$886.51		$3,600.37
11/1/2019	11/1/2019	Insurance Escrow	$73.00		$3,673.37
11/1/2019	11/1/2019	Real Estate Tax Escrow	$1,522.00		$5,195.37
11/1/2019	11/1/2019	Base Rent	$9,625.00		$14,820.37
11/1/2019		Payment Check #SNP - CHECKING3745		($12,106.51)	$2,713.86
11/20/2019	12/1/2019	Late Fee	$102.44		$2,816.30

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
11/20/2019	12/1/2019	Late Fee	$24.51		$2,840.81
11/26/2019		Payment Check #SNP - CHECKING3745		($12,106.51)	($9,265.70)
12/1/2019	12/1/2019	CAM Escrow	$886.51		($8,379.19)
12/1/2019	12/1/2019	Insurance Escrow	$73.00		($8,306.19)
12/1/2019	12/1/2019	Real Estate Tax Escrow	$1,522.00		($6,784.19)
12/1/2019	12/1/2019	Base Rent	$9,625.00		$2,840.81
1/1/2020	1/1/2020	CAM Escrow	$886.51		$3,727.32
1/1/2020	1/1/2020	Insurance Escrow	$73.00		$3,800.32
1/1/2020	1/1/2020	Real Estate Tax Escrow	$1,522.00		$5,322.32
1/1/2020	1/1/2020	Base Rent	$9,625.00		$14,947.32
1/3/2020		Payment Check #SNP - CHECKING3745		($12,106.51)	$2,840.81
1/31/2020		Payment Check #SNP - CHECKING3745		($14,947.32)	($12,106.51)
2/1/2020	2/1/2020	CAM Escrow	$886.51		($11,220.00)
2/1/2020	2/1/2020	Insurance Escrow	$73.00		($11,147.00)
2/1/2020	2/1/2020	Real Estate Tax Escrow	$1,522.00		($9,625.00)
2/1/2020	2/1/2020	Base Rent	$9,625.00		$0.00
3/1/2020	3/1/2020	CAM Escrow	$886.51		$886.51
3/1/2020	3/1/2020	Insurance Escrow	$73.00		$959.51
3/1/2020	3/1/2020	Real Estate Tax Escrow	$1,522.00		$2,481.51
3/1/2020	3/1/2020	Base Rent	$9,625.00		$12,106.51
3/4/2020		Payment Check #SNP - CHECKING3745		($8,920.27)	$3,186.24
4/1/2020	4/1/2020	CAM Escrow	$886.51		$4,072.75

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
4/1/2020	4/1/2020	Insurance Escrow	$73.00		$4,145.75
4/1/2020	4/1/2020	Real Estate Tax Escrow	$1,522.00		$5,667.75
4/1/2020	4/1/2020	Base Rent	$9,625.00		$15,292.75
5/1/2020	5/1/2020	CAM Escrow	$886.51		$16,179.26
5/1/2020	5/1/2020	Insurance Escrow	$73.00		$16,252.26
5/1/2020	5/1/2020	Real Estate Tax Escrow	$1,522.00		$17,774.26
5/1/2020	5/1/2020	Base Rent	$9,625.00		$27,399.26
6/1/2020	6/1/2020	CAM Escrow	$886.51		$28,285.77
6/1/2020	6/1/2020	Insurance Escrow	$73.00		$28,358.77
6/1/2020	6/1/2020	Real Estate Tax Escrow	$1,522.00		$29,880.77
6/1/2020	6/1/2020	Base Rent	$9,625.00		$39,505.77
6/30/2020		Payment Check #SNP - CHECKING3745		($2,481.51)	$37,024.26
7/1/2020	7/1/2020	CAM Escrow	$886.51		$37,910.77
7/1/2020	7/1/2020	Insurance Escrow	$73.00		$37,983.77
7/1/2020	7/1/2020	Real Estate Tax Escrow	$1,522.00		$39,505.77
7/1/2020	7/1/2020	Base Rent	$9,625.00		$49,130.77
7/7/2020		Payment Check #SNP - CHECKING3745		($3,496.70)	$45,634.07
8/1/2020	8/1/2020	CAM Escrow	$886.51		$46,520.58
8/1/2020	8/1/2020	Insurance Escrow	$73.00		$46,593.58
8/1/2020	8/1/2020	Real Estate Tax Escrow	$1,522.00		$48,115.58
8/1/2020	8/1/2020	Base Rent	$9,625.00		$57,740.58
8/24/2020	9/24/2020	CAM Recon - PY	$578.34		$58,318.92
8/24/2020	9/24/2020	CAM Recon - PY	$713.36		$59,032.28

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
8/24/2020	9/24/2020	CAM Recon - PY	$233.27		$59,265.55
8/24/2020		CAM Recon - PY	($7,781.91)		$51,483.64
8/24/2020	9/24/2020	CAM Recon - PY	$294.34		$51,777.98
8/24/2020		Insurance Recon - PY	($260.26)		$51,517.72
8/24/2020	9/24/2020	Insurance Recon - PY	$195.75		$51,713.47
8/24/2020	9/24/2020	Management Fee Recon - PY	$5,103.46		$56,816.93
8/24/2020	9/24/2020	Margin Tax Recon - PY	$241.36		$57,058.29
8/24/2020	9/24/2020	Real Estate Tax Recon - CY	$0.57		$57,058.86
8/24/2020		Real Estate Tax Recon - CY	($3,428.17)		$53,630.69
9/1/2020	9/1/2020	CAM Escrow	$886.51		$54,517.20
9/1/2020	9/1/2020	Insurance Escrow	$73.00		$54,590.20
9/1/2020	9/1/2020	Real Estate Tax Escrow	$1,522.00		$56,112.20
9/1/2020	9/1/2020	Base Rent	$9,625.00		$65,737.20
10/1/2020	10/1/2020	CAM Escrow	$886.51		$66,623.71
10/1/2020	10/1/2020	Insurance Escrow	$73.00		$66,696.71
10/1/2020	10/1/2020	Real Estate Tax Escrow	$1,522.00		$68,218.71
10/1/2020	10/1/2020	Base Rent	$9,625.00		$77,843.71
11/1/2020	11/1/2020	CAM Escrow	$886.51		$78,730.22
11/1/2020	11/1/2020	Insurance Escrow	$73.00		$78,803.22
11/1/2020	11/1/2020	Real Estate Tax Escrow	$1,522.00		$80,325.22
11/1/2020	11/1/2020	Base Rent	$9,625.00		$89,950.22
11/11/2020	12/1/2020	Late Fee	$605.33		$90,555.55

RETAILER STATEMENT

Billing
Yoga Works Inc
dba YogaOne Studios
Attn Accounts Payable
5780 Uplander Way
Culver City CA 90230

Premises:
YogaOne Studios
Shadow Creek Ranch
2810 Business Center Dr Ste 104
Pearland TX 77584

Remit Payments to:
AmREIT SPF Shadow Creek LP
PO Box 95348
Grapevine TX 76099-9732

Property Manager: Diane DiChiara
Phone: (713) 860-4963
Email: DDichiara@edens.com

Date: 11/16/2020
Property: 2632
Tenant ID: 78694
Lease ID: 8411

Pay Rent Online:
To learn more and enroll, visit edens.com/tenants
Tenant ID: 78694

Date	Due Date	Description	Charges / Credits	Payments	Total
		Ending Balance	**$426,838.67**	**$(336,283.12)**	**$90,555.55**