UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: UBI LIQUIDATING CORP. Case Num	ber: 10-13005	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the c	ase. A request	for payment of an
administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property):	☐ Check this	box to indicate that this
GPM HOUSTON PROPERTIES, LTD.		ends a previously filed
Name and address where notices should be sent:	claim aine	ends a previously med
Jeff Carruth  CLAIM SCHEDULE I.D. s930		n Number:
WEYCER, KAPLAN, PULASKI & ZUBER, P.C. 3030 Matlock Rd., Ste. 201	(If known)	
Arlington, TX 76015	<b>`</b> ` ´	•
(817) 795-5046, Fax: (866) 666-5322	Filed on:	
È-mail: jcarruth@wkpz.com	İ	
Name and address where payment should be sent (if different from above):  RECEIVED	☐ Check th	is box if you are aware that
		se has filed a proof of claim
GPM HOUSTON PROPERTIES, LTD.	relating to	your claim. Attach copy of
Attn. Mr. Carl Esser  JAN 2 4 2011		giving particulars.
208 Greenspoint Mall		8 8 F
Houston, TX 77060 PMC GROUP	☐ Check this	box if you are the debtor or
1. Amount of Claim as of Date Case Filed: \$ See itemization. Page 2		of Claim Entitled to
		inder 11 U.S.C. §507(a). If
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete		ion of your claim falls in
item 4.		e following categories,
If all or most of your plains in antitled to uniquity, consults item 5	check the	box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.	
☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized	Specify the r	oriority of the claim.
statement of interest or charges. See itemization of claim on page 2.	,,,	
careful of an action of calling on page 2.		support obligations under
2. Basis for Claim: All amounts due and unpaid under Lease, Exhibit A.	11 U.S.C.	§507(a)(1)(A) or (a)(1)(B).
(See instruction #2 on reverse side.)	□ Wages s	alaries, or commissions (up
3. Last four digits of any number by which creditor identifies debtor:		5*) earned within 180 days
3a. Debtor may have scheduled account as:		ng of the bankruptcy
(See instruction #3a on reverse side.)		r cessation of the debtor's
4. Secured Claim (See instruction #4 on reverse side.)	business,	whichever is earlier - 11
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested	U.S.C. §5	07 (a)(4).
information.	GC	
		ons to an employee benefit U.S.C. §507 (a)(5).
Nature of property or right of setoff: ⊠ Real Estate ☐Motor Vehicle ☑Other	pian-11	C.S.C. §507 (a)(5).
Describe: Landlord's lien pursuant to the Lease, Exhibit A, and/or Chapter 54 of the Texas Property Code.	☐ Up to \$2,6	600* of deposits toward
2001 201 201 201 201 201 201 201 201 201		lease, or rental of property
Value of Property: To be determined. Annual Interest Rate:		for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,		l use – 11 U.S.C. §507
if any: \$	(a)(7).	
Basis for perfection:	☐ Taxes or	penalties owed to
	governme	ntal units - 11 U.S.C. §507
Amount of Secured Claim: Not less than \$ To be determined / See itemization, Page 2. Amount Unsecured:	(a)(8).	
	X Other - S	pecify applicable paragraph
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		.С. §507 (a)(2).
7. 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.		nt entitled to priority:
You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a	See it	temization, Page 2.
security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
	<del></del>	
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER	*Amounts ~	e subject to adjustment on
SCANNING.		very 3 years thereafter with
If the documents are not available, please explain:		ses commenced on or after
n are decembered are not available, prease explain.	the date of a	
Date: 1/22/11 Jeff Carruth, Weycer, Kaplan, Pulasi	KI	FOR COURT USE ONLY
Date: 1/22/11  Jeff Carruth, WEYCER, KAPLAN, PULASI & ZUBER, P.C., Attorneys for Creditor	,	Urban Brands
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authori	zed to file	00629

this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

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

Case No. 10-13043

Debtor: Large Apparel of Texas, Inc. Creditor: GPM Houston Properties, Ltd.

January 22, 2011 — Page 2 of 2

### **Itemization of claim:**

All amounts due and owing under the Lease, Exhibit A, as of the Petition Date, Septemebr 21, 2010.

All amounts due and owing under the Lease, Exhibit A, arising subsequent to the Petition Date, Septemebr 21, 2010 (which amounts may also be subject to treatment as an administrative expense claim under 11 U.S.C. § 503(b) and 507(a)(2).

\$ To be determined.

\$ To be determined.

#### Information in support of claim.

The Lease (Exhibit A) between the Debtor(s) and GPM Houston Properties, Ltd. was subject to designation pursuant to the sale and lease procedures approved by the Court on or about October 27, 2010. As January 22, 2011, the Debtor(s) have not assumed or rejected the Lease. Until such time as the Debtor(s) act to assume or reject the Lease, the claim of GPM Houston Properties, Ltd. cannot be completely determined. Accordingly, GPM Houston Properties, Ltd. files this proof of claim to preserve its right to assert all charges and amounts due and owing under the Lease, pre-petition and post-petition, which amounts may be finally determined once the Debtor(s) take definitive action with respect to the Lease.

### Summary of Exhibits.

<u>Exhibit A</u> – Lease between Debtor(s) and GPM Houston Properties, Ltd. (The attached Lease has been reduced in size. Please contact counsel for creditor as shown above for a complete, full-sized copy of the Lease.)

#### Reservation of Rights.

Creditor reserves the right to amend and/or revise this proof of claim, to supply additional supporting documentation, and to revise and verify the amount of the claim.

#### Certificate of Service.

A true, correct, and complete copy of this Proof of Claim with Exhibits was served upon the Debtor's claim agent on the date shown on Page 1.

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(L-CENCONNOCCHON BY IN A DOC) ADDC() num crossversom rotax			bratation, a parking system with charges favoring expeciting for tanants and their employers, and any other parking system by validation, metering or otherwis, (i)) sating specific space, and reserve spaces for small cast headshapped individually, and other frames, consoners of tensules or other periods (sold Tensul and in supplyones and videor and soll one park in any such assigned or reserved spaces) and (iii) restrict or probabit full state vars and other large variation. In case of any pricition of these provisions or any applicable covered or stream by the volution from the center without harding who should be of stream by the volution from the center without the state of the state of the should be also should be also on one catable for each or should be also stated for any other entendes evaluable to state of the should be also as provision shall be a factor without the sold sold for the covered as the factor of the should be also and the should be also should
(C-OTMON) OPEN POLICE DESCRIPTION COLOR (COMPANY)	2006	by and between  GPM HOUSTON PROPERTIES, LTD  By and through its agent  TRIYAR CANNON GROUP  "Landbrod"  and  Lange Apparel of Texas, Inc. dbsh Ashley Sawari  "Fenant"	GRIENSFORT MALL HOUSTON, TEASS

### **EXHIBIT A**

COPACION IN SUBDICIO, I ODOCCI TAN GREENWOOT FULK	48 STRONGNATION 35	ACCESS 10 PREMISES.	LANDLOND'S LEEN	DefAUX7	BANERUT? CY-DISOLVENCY	42. CONDENSATION	DESTRUCTION	D.C.	INSURANCE REQUIREMENTS	FRE INSURANCE	YTRAKEONI	PROMOTION OF CENTER AND TENANT'S BUSINESS	3. Cort of Manufedance of Congrue area.	 UTLITES	COVENANT AGAINST LIERS	TEWN'S FAILURE TO REPAIR.		ASSESSORY AND SUBLETION	27. 5000	CONCESSIONARIES AND LICENSEES	COLOETTION	HAZAIDOUS MATERIALS	23. LAWS, WASTE OR NUBBANG.	PERMITED ON.	TRUNTS DETAILATIONS	Ownerself of Dorgvendats.	CONDITION OF PREMICES	CANCELLATION	FRUNCING	ADVANCE REST AND SECURITY DEPOSIT.	PLACE OF PAYMENTS AND ESTIMATES.		ALDIT, present year of your crist interest and an extreme the statement of the statemen		Books And Records8	PERCENTAGE RENT	TOOD MOADON BETT	PAILURE TO DO BILEDORU.	Charles and the second and the secon	LEASE TERM CONTRACTOR OF THE PROPERTY OF THE P		BASCIPAS PROGSONS
("Събръдой ком мода это дос; одос) прие сидванире каза																	EXHIBIT "D" RIGHT OF FIRST REFUSAL SPACE			EXHIBIT "A-I"  DESCRIPTION OF SHOPPING CENTER LAND		EXHIBITS					68 Chinteela 17				63. Entre Agreement, Bic	62. Provisions Endang		60 BROKER'S COALAGSSONS.	SO PARTY DESCRIPTIVE	56. NO WAIVER.			53. SURRENDE OF PROJECT	52 UNANDIDARIZ DELAYS	SI. Quest Extonas	SO. ATTORNEY-DA-FACT.

Д.:СЕРИДВ 1960-1963 IS 93-0 ДОС; В ПСС) это з опланителя в тогк							F. Common connect Date:						R Delivery Date:			D. Lowe 1 cm.		C. Prezmsea:		B. Shopping Center:	Tenant's Home Office Address:	A. Tenant's Tradename:	i. Basic Lease Proyisions		db/a Ashley Stewart ("Tenant"), whose principa Brands, Inc., 100 Metro Way, Secaucus, NJ 07094.	PROPERTIES, LID. ("Landord"), 10850 Wilshim Blvd., SIB 1059, L	THIS LEASE made as of the	OHS
ORAL NET CONT.	then if such sarty (60) day build out period ends (1) between May 2 through August 1, then Tenant shall not	Lease is fully executed no later than January 25, 2006,	Notwithstanding, anything begin to the contrary, if this	the date upon which Tenant opens the Premises for	and Tenant's receipt of all necessary permits and approvals for the start of pre-opening construction, or	Premise is exceeded for my residen, the Commencement  Date shall be sixty (60) days from the date of Delivery		(\$20000) per day in rental abatement for each day that delivery of Premises exceeds March 1, 2006.	Landlord shall pay to Tenant two hundred dollars	market program. Delays in delivering the Fremiees in	store opening program, which is coordinated with	March 1, 2006. Landlord recognizes that the delivery date is extremely important for Terrant to residuals in the	Landplard that I deliver Permitter to Teneral to Describe	Commencement blue through July 31; each lease year thereafter shall be a successive pecied of twelve (12)	any day ofter than the first day of a calendar month, the first lease year shall be the period of time from the	(See Yar. 3 and Yar. 4) is an (10) years and thou (4) menths The Lease Term shall commonness upon the Communications Date. If the Commonications Date is	cross-flatched on <u>Exhibit "A"</u> beardo. (See P a. 2)	Space Nos. 2.11 & 2.15 at the Satopping Centee, consisting of approximately all rentable square feet, the approximately location of subtable square feet,	206 Greenspoint MAII Boutton, TX 77060	Grompoint Mail that is more particularly described on <u>Edubiet "A1"</u> mached hereto and by this reference mades part hereof.	oo Urban Breeds, Inc. 100 Metro Way Secaucia, NJ 07094	Ashley Stewart		BASIC PROVISIONS	obba Afaliny Stewart ("Tennet"), whose principal place of business is located at c/o Utban Brands, Inc., 100 Metro Way, Secaucius, NJ 07194.	PROPERITES, LTD. ("Landord"), a Texas Limited Partnership, having a piece of business at 10850 Wilkhim Bird, STE 1059, Los Augeies, CA. 90024 and Large Apparel of Texas, Inc.	day of January, 1006 between GPM HOUSTON	SHOPPING CENTER LEASE
Transmitten word (2000) to 0 of 1000 to 0 of	T. HVAC		S. Food Court Charge:	R. Security Deposit:	Q. Scavenger Charge:	E. Water Charge:	·			Initial Annual Promotion I	L. Initial Estimated Annual Taxes:	K. Initial Estimated Annual Operating Costs:	Practions of Breakpoint for Parish Lease Years, and protestions for Lease Years containing two different Breakpoints for different periods, shall be as described in Par. 7		August 1, 2011 through July 31, 2016		Commencement Date through July 31, 2006  Annual 1 2006 from the 31 2011	Period	I. Percentago Rent	Commencement Lee Group Liny 3, 2016 Add and August 1, 2011 about hough July 31, 2016 45,537.75 August 1, 2011 about July 31, 2016 57,106.25	`	for no other use o	incidental sale of	H. Permitted Use: The Premites thall	G. Expiration Date: July 31, 2016	time periods histed in (1) or (1) abo Rent in accordance with this Lease.	thall not be require that year. However	be required to ope year or (ii) between
2	AIN		N/A	N/A (See Par. 15)	\$0.25 pef (See Par. 32f)	saucu per monti (see rar. sz[e])	NS.	***		NIA.	\$1.50 paf (See Par. 33)	\$5.35 paf (See Par. 35)	Years, and prorations for Lease Years fibrent periods, shall be as described	of \$2,842,500.00	Three (3) percent of Gross Sales exceeding a Matural Resolution	exceeding a Natural Breakpoint of \$2,615,100.00		Апасия Баса Lease Year		\$78,453.00 \$85,275.00	казонді Аланы Аласыті	for no other use or purpose whatsoever.	incidental sale of shoes and other related items customarily sold in typical Ashley Stewart stores and	The Premises shall be used and occupied for the retail sale of women's clothing, including accessories, the		me periods histed in (i) or (ii) above, Tenant shall pay but in accordance with this Lesse.	hall not be required to open or pay rent until March 2 of nat year. However, if Tenant opens thiring either of the	e required to open or pay rent until August 2 of that par or (ii) between October 15 through March 1 Tenant

2. DEMENS Laddred the free Green point Ma "Shapping Conte this Laws and on partition to certain said measuremen of the Premistes a test shall not le existed the shall not	\$	и	ķ	×	≉	<b>*</b>	Ų.
Signature (1) and the destination of the transition of the transit	Electricity Charge:	Construction Allowance:	Advance Rest:	Rent Shall Be Payable To:	Rent Psyment Address:	Guarantor:	Radius Restriction:
2. PREMISE: (a) Leadined does increb) least to Treast and Tenand does briefly least from Leadined the Premists, constituting a part of a thorping content development unto become as the Concespoint MAT stated at the intersection of Concespoint Drive and Bellevy Bight (the "Suppring Court"). Shouthout, Treas, a more particularly stated from the center of the Lisas of the Concespoint Drive and Bellevy Bight (the "Suppring Court"). Shouthout creep it the the most part thereof. Thorat part of the Premists shall be assumed from the center of the Treast and an assumed that the center of the Premists of the Insection creep it the centre of the North Least-his Area (Cill.A.) of the Premists of any part thereof are not communical by while, then the space within and up to the base Breast of the Premists of the Dremists of the Premists of the Premists of the Court of the Premists of the Premis	\$1.15 psf (See Par. 35)	Landized shall ply up to severy floatand dollant (\$\frac{1}{2}\to 0.000 to its one excessive) to detect the newest protoppe of Analous of severe protoppe of Analous of severe protoppe of Analous of receipt of final law entere.  Such amount to be paid within mirry (10) days of Analous of receipts of final law entere.  Our flaces of Occapient and Invoices overents of the contriction of each theorems of the contriction of an anti-classes of the protoper and invoices overents of the contriction of the anti-classes of the proton of the Landized for any numerized portion of the Contriction Allowance of Tauste's the Contriction Allowance of the Contrictio	NIA	GPM HOUSTON PROPERTIES, LTD., or such other entity at Laukard thall designate from time to time in writing.	Temant that the count all ment to 1. and fined at the fell ments and the count of the declared or addresses as to which Landbord that Il provide advance natives. P. O. Book 625-02, Dalbas, Teans 17928-6230. The ment shall browned in the immunes conflictures and great shale report to Landbord at the following advance; or each other advance or advances or advances or advances that I provide a feature for the first the country of the countr	None	NIA

unider a leashold intered or receptoral operating agreement. However, except is the Yangapah 51 liberta, "poparment Stere community fair benée defined plt I acident in by exchiact from the effection of the term Shopping Centur, regardless of the own interment Stere, and in the Shopping Centur is it. A shill equal the aggregate measure of the able areas of all premiers in the Shopping Centur is area may be modified, abrered, or exclusive stem time to time, excluding the GLA of Department Steres and may just mortage exast, (segredates of the owner-this) purcurative, bustiments or closics, by roman, and space detailed to povernment agencies. The term "Department Stere(b)" in my item, ofter them is supermentally and coupling 50,000 square feet or more and the millest seed, accessed on the substance, nucleation and straigns of ruch acres.

(c) The booties and boundaries of the Frentiss is outlined on diagrans of the Shopping Center, which are mateed English, "A." state-about to that Lease, and made a part breech English "A." throw the general layout of the Shopping Center, central proposed Department Stores adjusting the Shopping Center and other leasents, but shall not be determed to be a searcast, representation on paperment on the past of Landent due that Shopping Center as and the searcast proposed Department of the past of Landent due that Shopping Center as and the searcast proposed Department of the past of Landent due that Shopping Center as the Shopping Center a

(4) Tenant's right to use and occupy the Fremiess during the Lease Term shall believe to use the common areas and facilities of the Shopping Center as defined in this Lease in common with others.

(c) Webing contained in this Least shall be contrained as conviguent by Landaud to Texasis of the conference of the contrained to a contrained by the contrained to the conference of the contrained to the conference of the contrained to the conference of the conference of the contrained to the conference of the Supping Center contains, using the contrained to the conference of the conference of the contrained to the conference of the confere

## Right of First Refusal

Effective when Texant begins payment of Rent and continuing thring the Term of this Lean, polycet to entiting rights of third parties and under the following terms and conditions, Team shall have a right of their fixelity of Ferst Related) to lease space contiguous to the Francisc (herrinafter referred to as the "Right of Ferst Refutal Space" and shown on the standard Exhibit "D") as it becomes available from time to time:

This Lesse must be in full force and effect and "letter must not be in default herewader beyond any applicable notice and ours periods.

4 data to DOC; DOC; DOC; DOC | The default of the periods |

(b) Whenever reference in this Lease is made to the "Shopping Center" it is understood to mean only that portion of the property sensed by Landberd or controlled by

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- (iii) Upon recept of such written notification from Landined, Trenut shall have ten (10) calendar days in which to either (i) exercise its Right of Firnt Refusal to lease the space identified (the "theritined Space") in Landined 'is anotheration or (ii) desidue to exercise its Right of First Refusal to lease the Hersified Space. Should Teams fail to noisy! Landined within the time period described herein, it shall be deemed that Tennut has elected to deshine its rights to exercise the Right of First Refusal for the Identified Space.
- (re) Should Tennal decline to exercise the Right of First Refacal or fail to provide wraten notification within the time period presented in Section (iii) herem, then Landried admit be free to permee the learning of the Memirked Space to the Prospective Tennat who tendered the boan fole default of the Reface of the Standistic of First Refacal Space and Landried motification, and such Right of First Refacal Space to leased to the Prospective Tennat who muck the boan fole offer, then Tennat's Right of First Refacal with regard to such Right of First Refacal Space being lease by the Prospective Tennat shall be abbordinate to any right genated to such Prospective Tennat in said to the heartified Space. If such Prospective Tennat to a lesse covering the Identified Space within twelve (12) months of Landried receipt of Prospective Tennat's boan file offer, Tennat's Right of First Refacal singen applicable to such Rightified Space.
- Should Trainst exercise its Right of First Rechtani in accordance with Section (in) herein, Trainst shall except on inswement (which shall be in the form of an accordance of the Leasy no later than sharp (30) days that the thirty (30) days that Cardiard shall have submitted Trainst copies of each instrument for purposes of execution. Said insurance shall morepose the terms and conditions pertaining to the learing of the Identified Space.

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- (vi) All Renal terms for the Right of First Refinal Space thall be based on the sens terms and combiness offered by the Prospective Tenant in the beam file offer, with the exception that the term fire such mentionent shall commence upon the date such Right of First Refinal Space is nobsemblely completed and of an active reministion for Tenative cooperagy for the purpose of conducting at beariness, and shall be coferminous with Tenative that current lease term and any extraorison thereof. In the even that the Right of First Refusal Space shall require leasehold improvements or modifications in order that Tenation may conduct business therein, Loudlord shall provide Tenart with an improvement information and/or concessions based on the terms and conductions offered by the Prospective Tenart, however, all such allowances and/or concessions that be proportionately educated based on Tenarit vernaming lease term, in morths divided by the length of the term set forth in the Prospective Tenarit.
- If there is less than twenty-foor (24) months remaining in the then current Term of the Lease, Tenant will have no right to exercise the Right of First Refusal.

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(viii) Upon the exercise of the Right of First Refusal, the Identified Space shall be deterred a part of the Lesse Frances and Lendrod and Fanns shall ender into a virtue agreement modifying and supplementing this Lesse specifying that the Identified Space is subject to all terms, provisions, agreement, covernate and contributes of the Lesses, molading the Farm of the Contribution of the Lesses, molading the Farm of the Contribution of the Lesses, molading the Farm of the Contribution of the Lesses, molading the Farm of the Contribution of the Lesses, molading the Farm of the Contribution of the Lesses, molading the Farm of the Contribution of the Lesses and the Contribution of 
- the Lease, and containing anth other appropriate terms and provisions retaining to the addition of each literaffied Space to this Lease (including specifically, but not furnified to any increase, a glustment, or sugmentation of Rent Common Ares Charges as a result of each addition).
- enent shall not have the right to assign is Right of First Refusal to a ther party other than an affiliate, subsidiary company, successor arger or consolidation by Tenant.

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- In all other respects, the terms and conditions set forth in this Lease shall apply, and the Right of First Refusal Space shall constitute a pert of the Fremises.
- ISBM: It have end to host the Fremies for the period set forth in Faragraph is unless social remainsted or extended as hereinafter provided.

(i) When the Commencement Date is determined, "Total's agrees, upon request of Learlingt, to accesses and address of Learlingt, which as they a, worldmane (i) matifying this Learn; (i) continuing do commencement under upstains dates of the Learn Euro, (i) outlining do commencement under upstains dates of the Learn Euro, (i) outlining the commencement of upstains (included the learn is the complexity of the Principes, the date face and his and the upstains therein and that this Learn is in this five case (check and his and been suppreduced to the properties of the Learn is the learned of Learned of the Learned of the Learned of Learned (check have been carefuled, caregin under a final the cases (c) that there are no defenses or offices against the amount of Security Depoint, if any those claimed by Earnet (i) practice, the meaning of Security Depoint, if any Transfer three agrees to execute as of darber runtile or offices from time to the without the case of the Learned of the Learn

S. EMAZINE TO DO REINERS; The purities coverant and space that because of the efficionly of classmaning Landmirth changes by way of host of the activated Fevertage Real from Teature of other teature occupant in ea deploying the hosping Cotte, or by way of his of vials in the property because of diministed stabeling to department of the stable of the contract of th

contrary, Landberd shall have the right to biquidated damages for any Percentage Rent that migh have been payable to Landbord for such period.

6. <u>DYMO MONEMA REQUE</u> Team agree to pay to Leadined change the Least Frant, without trap price cleaned therefore at a dividual unp steeding colonization withoutmoure the Franch Relement Rest, payable is equal monthly intelliments, in structs, on the first day of each and every calcular reach throughout the Least Frant Benever, such Frank Minimum Rest shall not be desired for until after one of the day of the month in which it is than.

7. <u>Preceivance Rever.</u> (a) In addition to the Fixed Mirhman Rent, Teaset agrees to pay to Jandond, as additional tent (invertable relianed to at Foreneings Rent) for each Lease Year or partial Lease Year, so and equal to the amount of Featurett Great Sched in or core of the Readquint manipole that the forecasting Rent Read populate as provided in subsection (b) of this Principal. 7. Notinvictioning anything learn Read populate as provided in subsection (b) of this Principal. 7. Notinvictioning anything tent Read populate as provided in the payment of any Percentage Rent Read period from April 1, 2006 through July 31, 2006. (b) Preventage Rent shall be determined and pair, without any prior demands therefor, so an areas a least commenting with the last model in each Least when a which is fraction of the real Polant Foundation of the pair and the applicable Breadynist. Such payments shall be made use at before the twentact (Dipol) stay of hast motion such Least Year with impact to Great Salas made during each preceding motion is as off on the Possipph (1) of this Least. Occas Salas made during each preceding motion is as off on the Possipph (1) of this Least.

(c) If the Fixed Minimum Rent thall be abated or reduced as a realt of any event mentioned under this Lease, then the amount of the Breakpoint shall be appropriately reduced in an amount equal to the percentage of decrease in the Fixed Minimum Rent.

Provided, however, if the Lass Term screeds in (6) full Lass Year, Landton fall have the right in actimate filts: Lass for a period of timely (90) days after the end of the air full Lass Year if the Freed Melmann Rout and the Processing Rout pack by Termit during the proceding sits (6) full Lass Year period does not equal to exceed an answer equal to non-hundred worth; free period (12.129) of the Earth Melmann Rout network in Earth 16(1) per period to worth; free period (12.129) of the Earth Melmann Rout network in Earth 16(1) per period to worth 16 to Earth 16(1) of the Period (12.129) of the Earth Melmann Routh 16(1) of the Earth 16(1) of the Period (12.129) of the Earth 16(1) of the Ea

8. <u>DEPARTION OR "CROSS SALES"</u>: (a) The phrase "Great Sales," thall mean the dollar total of (i) the entire amount of the price charged for all goods, warm and marchandlass sold, beautiful each beautiful to the collection of the price charged for all goods, warm and marchandlass sold, beautiful each beautiful each beautiful to the collection of the price of the price of the collection of the collectio

(c) For the purpose of ascertishing the amount of Gross Salasi upon which the primate of Percentage Salasi is the composite, the following may be estuded from Great Salesi:

(1) the exchange of merchandrise between forces of Tenast or its indeficient wieses such excellent of the method of the composite of the commenting as also which the bost modes a, upon or from the Permissa; (3) feeting to thippers or manufacturer; (6) in late of their forces after use thereof, which are not perf of Tenarist mode in text and not odd in the regular course of Tenarist interes; (6) cath or or cell trainfact mode upon transactions included within Gross Salas is not exceeding the selfing price of the methods of the modes, of the mount of tury bod, cours). Sales or Federal site, theory or excite two modes hade provided each use in both adult to the selfing price of the methods to the staffs and modes. We Tenad for one of the modes of Tenanti provided, to the selfing price and paid to the tanting arthresty by Tenad (the one by my weather of Tenanti provided, however, no functions or expital mode for a depart of the set and, shall be deducted from Gross Salas in any event whatever in the computation of Percentage Rent.

(d) The term "Tenant" shall be deemed to include any of Tenant's subtanants assonaires or licensees.

8 BOOLS AND RECORD. Them shall propers and keep for a period of at least thirty-six (96) amounts following the end of each Leas Year, thus and accurate books of account and record, candinging by generally made at all excepted accounting plumples on canding the general posterior and accepted accounting plumples on canding the plumples of the end of the end of the end of permitted applicate, all produces and end of the end of permitted applicate, all produces and end done constrained. From the end of 
In BENNER, (i) I cannt agree to submit to Landord on or before the fifteenth (15th) day following the cot of each calcular manth surring the Lant Term [tackling the fifteenth [15th] day of the month following the cot of the Lane Term) a written tratement, figured by an authorized representative of Tenaria a true and correct showing the each present of the transition of the period of the transition of the transition of the period of the transition of the transition of the period transition of the period of the transition  The transition of the period of the period of the period of the period of the transition of the period of the period of the period of the period of the per

(b) If Tenarir Chen Salat are required to be reported on any Federal Sales or local state as terms and Gross Sales as the compended on any of sale enterms and caree of Gross Sales as the growth of the Gross Sales as the proposed. If near doubt this Lean, then the Gross Sales thall be taken of the highest figure to reported. Here prevented substrict this increase the Gross Sales reported by Tenatic on any inches to the Gross Sales reported by Tenatic on any such as reason for any Lean Y. Yan for which much into here been reported, the Tenate thall safely Leandout promptly of the diverse that the copy of table prevented safely leandout promptly of table the two copy of table prevented safely and by any additional Percentage Part (the under this Lean.)

AURIC: Landlord shall have the right, upon fifteen (15) days' written notice to Tex Office, to cause a complete such to fall statements of Gross Sales and in connection

such sudit, to examine Tenan't books of account and records (inchaing all supporting data and any theorem (speed of the control of the contro

(b) In the sweet the Commencement Date of the Lease Term is other than the first day of a shorter much, the Freed Mrimum Rest, Additional Rest and other charges reserved under this Lease for the poption of each potabil meath shall be proceded and pupils based on a thirty (39) day morth and shall be paid on the Commencement Date of the Lease Term.

13. LAT DER RENTE: (a) If Tenant shall fall to pay any rects, Additional Rents or other charges after the same become due and payable, such unput amount shall bear interest from the due due the theoretic that date of payment as the greater of (b) formed specers (14%) per amount of (10) per amount

(b) Latchted shall estimate the amount of monthly Additional Rent required to be paid by Teami and shall fall fears fire the amount of such rest either prior to or a promptly as particle after the term Commontoname Dates and the endark from have to the suffage for Leasure Team. Teams thall continue to pay such estimated monthly charge until billed for the new settimated monthly charge, and the paid. For convenience, Team may include the total of the estimated monthly charges with its populant of convenience, Team may include the total of the estimated monthly charges with its populant of 4. <u>FLACE OF PAYMENTS AND ENTINATES</u> (a) All payments required to be paid by Tenant or Jamedord that libe made payable to the order of the Landord and shall be delivered to Landord and shall be delivered to Landord that Address set forth in paragraph 1(W) of this Lease.

ADVANCE RENTAND SECURITY DEPOSIT [INTENTIONALLY DELETED]

FINANCING: [INTENTIONALLY DELETED]

is COMMUNION EMBASSES: Tener spread to scopt to Premist Surpring Centre and soy Stream and Relighment a resting, the Premist is "a "a wood and soy spread and post the state of the premist in the premist of the premist in the premis

19 <u>Depression on horizontation</u> (a) All bedoments and improvements in or upon the Permites, nature by effects purely (except Teaunts) permited proposity, functions, spin and traditionated, shadding all affirmed highing futures, heating, verificing, and of the conditioning or equipment, making all pipes, dates, concluis, worthy, permiting, performs, local covering, palling, mezauties from gallings and to his line, and his bosons the property of Landeline and shift mental upon and be currenteered with the Permissis of the superiods or some termination of the Lans Term.

(b) Tenant shall not actign, lies, enumber, chattel mortgage or create a recurify interest in, to en upon any improvement on the sign, needs finatest or other personal proparty in or revoluge the Premase valued intro obstiming in each and every manuses the proor vortices coasted of Landlord. Any coastest by Landlord to such security interest and apply only to the specific tensection thereby such creative premate that any extensive procession and to be a value of consent to any subsequent transaction. Any chattel mortgage, recurify interest or other enumerators gented by Fourist in violation of the terms of this provision shall be small and vise as det of to force are off effect. Any content by Landlord to such escurity interest and lies provided under Personages of Extent of Interest with a long being other records printed to a fifteen of layers and that morting all other records printed to the provided under Personages. Therefore it is transported in the Personage contract, the provided and the provided under Personages of the provided under the provided und

20. <u>Testart's Netralizations</u>: Testart shall fully equip the Premises with all testa futures and equipment increases for the proper operation of Testart's buttest. Testart shall not intail any equipment in finite and the root of extension to the Premises without they into written content of Lindford. Should Testart in the all also and finite the still go of other equipment on the root of the shall are for the shall be string or other equipment on the root of the shall be strong throat for the shall be strong throat of the profession of the strong primary responsibility for the cont of maximum paramy terponsibility for the cont of maximum paramy terponsibility for the cont of maximum paramy terponsibility and next used upon conventory and the quarter of the strong function of the content of

The Additional Rent to be estimated pursuant to this subparagraph (s) shall consist of the Charge, Common Area Charge, Savengar Charge, Sprinklar Charge, Water, Storm and Sewer Charge, Utilities Charge, Media Pand, Personotion Pand, and any other fixed or adjustable charge required to be paid by Terrait under this Lease excluding the Fixed Menimum Rent and Personating Manifest. de Freed Ministam Rent. Landiced das il annually denistà Tenest with a recombission of all satimused de lagge and previously reconsided beset on the applicable computation, and shall credit transfer nest succeeding estimated metality changes for any orappyrount (or shall reduced main amount to Tenest (finds Leans hat semimated and Tenest's red the indebted to Landiced under the Leans) or shall bill Tenest for any underspayment.

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21. <u>Preserved to set of the purpose to and shall use the Permises robely for the purpose of conducting the Permised (fee as outlined in Section [12]) of this Lease and fee to other burnians or purpose. Trainer shall occupy 100% of the Permised sharing the Team and shall use not least that 10% shared at the asks and display seen. Trainer also agrees not to conduct may scalading, mail or hiphystone other cache in order to the most permised, carept of ment-basists which I fearns is permission to ref. "over the counter" in the Fermisea. Trainer speeces to conduct Team's Purlosses in the Fermisea the Stam, which Team's represent the six has the right to use. Trainer acknowledge that the Permission (the six not use permised accharged) or Team's stall fee Landbest carept the right's bear permission in the Stamping Contain to after fee the same or a similar permissed use. Team's father acknowledge that it has received no vertices or one inducement from Landbest or way of Landbest tray and Landbest or way of Landbest trays of Landbest trays and Landbest or way of Landbest trays and Landb</u>

(b) to remain spon for buttness during the "Roquined Hours." Roquined Hours beeth thall mean those hours established from time to time by Landoux for the Shopping Center in general, in Landoux to so the traces to provided, Landoux et all not require so it of reast open for buttness bedom 1000 a.m. or remain open after 950 p.m., except (i) the sholdsy, reasonal or other spots in the proposition of the proposition of the policy when at least fore Department Store on anjoirty of the towarts of the Shopping Center will be spon. If Towart at derive to operate the Permitted during additional bound by open ground (which may be withhold in Landburst robe discretion), and I remain Landburst varieties approved (which may be withhold in Landburst robe discretion), and I remain that paper all distributions and selection and Landburst reasonable charges in commercial theoretic, building, without himstring, any additional unifiers, exercity reverse, cleaning and truth removal. Without himstring the generality of the Steeping E. Landburst reserves the right to close the Shopping Center on belong or center hours of hobdury, including without instaltion, New Year's Day, Easter, Thankegiving and Christmas;

to adequately staff its store with sufficient employees to handle the maximum business and carry sufficient stock of seasonal merchandise of a character and quality to accomplish the same;

(d) to mainthi display of merchandise in any display windows;
(e) to keep any display windows and signs well lighted during such hours and days that the exclusion multi-light and the light of the lig

to warehouse, store or stock in the Premiers only such goods, wares and merchandise as Tenant is permitted to offer for sale;

(b) to apply for, neutro, malerain and comply with all licenses or permits which may be required for the nominal by I mand of the business permitted to be conducted in the Premiter and to pay when the all license and permit thes and charges of a similar nature in connection therewish;

to use for office or other non-selling purposes only such space as is reasonably required for the conduct of I man's business in the Premises;

(i) not to conduct any auction, distress, fire or healt-quipty sale or any going out of unitess sale, but nothing contained herein shall restrict Tenast from determining the salling price if it sown match and the oppreducts periodic nearch, promotional or charmon sales; med

OPERATION OF BINNESS: Teams agrees: (a) subject to Paragraph 51 hereof, to
continuously and uninterruptedly occupy and use the earlie Permitted for the Permitted Use during
the Lease Term and to conduct Teams's burthess in a reputable manner,

23. LANK MATE ON TOTALERS: (a) Total sprot, at Total's cost and superise (i) to comply with all present and after generating laws, continuent, each mast regulation comply with all present and played present laws. On the exchange with publishment (c) long to the continuent of the publishment (c) long to the continuent of the laws 
(b) not to operas its humbes under this Lease to a sit to breach or whole say retrictive coverant to which the Shopping Genate is subject or contained in any other lease entered this by Tenat, or whole any metricitive agreement contained in any contract, judgment or decrees of a court of competent judicitions entered this or imposed upon Tenats, and Tenant regiments in the translation of this Lease and operation of the Fountiered life will not violate any much marketim convenient or agreements.

(b) Tenart funder appear not to suffer, pennis or commit any words, nor to allow, unfine or pennis any olerar, waper, faces, water, whereas, notes or undersable offices to be admited from the Presents or any object, respectively. The control of the pennis of the beautiful of which the Presents of the beautiful of which the Presents of the beautiful of which the Presents of the section of the pennis of the

24. <u>Rickingto (Marquinal Marquinal (</u>) (a) Tenuri shall not knoopported into the Shopping Contra are tempered une, store, maintain, generale, manifesture, handle, dipose, relates or dicharge any Tanzardum infesture (1 to defined hospin) pour an obset of Shopping Contra, present Fassardum infesture (1 to defined hospin) pour an obset of Shopping Contra, present Fassardum infesture (1 to defined hospin) pour an obset of Shopping Contra, present Fassardum in the Stratistic origin and south the Shopping Contra. Hosping Contra (I to secure, the freepings provisions shall not provide the temperation to and from, and we, notes, materiance, and heading within the branches of the America (to a desirate pursuant to Fassappin ([27] of this Leas, provided (1) and understore indicates or interfaces of the America (and the ordinary contrast of the transition double provided in the Shopping Contrast provided to the branches of the America (10) and subcarcase shall not be disposed of the provided processing for such and contrast requires the suspected to an fet one the Permisses of complexes of the America (1) and a concentrate value that any partial and the case the provided of the partial prince of the America (1) and a concentrate requires that any partial and the case the register to enclosing and approval by Landlord), ((v) per presenting a free and the store of the America (1) and the supplies (Leas to provide and the such and the supplies (Leas to provided (1)), properly and landling the supplies (Leas to provided (1)) and the supplies (Leas to provided (1)) and the supplies (Leas to provided (1)) and the supplies (1) and the supplies (Leas to provided (1)) and the supplies (1) and the sup

ie purposes of removal and disposal of any such substances, Tenant shall be named at the not generator, obtain a waste generator identification numbes, and excents all i spilications, mamfests, waste characterization documents and any other required forms.

(b) Teams thall promptly northy Landond of: (i) any enforcement, cleaning or other regulary y action isken or threshood by any governmental or regulatory submity with respect to the presence of any Plazarston Metal eth on the remise or the supplicative submity with respect to the presence of the Plazarston Metal eth on the remise or the supplicative submity with respect to the preparity (ii) any demands or chains made or threat end by any party relating to any loss or entirely resulting from any Exactions Metal and the Presentace (ii) any phetal, distanges on months, traproper or unlawful disposal or are appointed to for Plazarston Metals in or from the Presentace or in violation of this Paragraph 24, and (iv) say matters where Issued the Presentace or in violation of the Paragraph 24, and (iv) say matters where Issued is the Presentace or in violation of the Paragraph 24, and (iv) say matters where Issued is the Presentace or in violation of the Paragraph 24, and (iv) say matters where Issued is the Paragraph 24, and (iv) say matters that the state of the presentate violation of the presentation of the Netterla through the Art and the presentation of the season of the presentation of the Netterla through the Art and complete, identifying any Plazarston Metals it is now as the special presentation of the Netterla through the Art and complete, identifying any Plazarston Metals it now as the presentation of the Netterla through the Art and the Paragraph 24, and (iv) in the Paragra paragraph (d) hereinbelow.

(c) If my Estantoss Marcial is incorporated into the Stopping Centre or relaxed, stitulating of ordiporated of by Tossat or my other compant of the Pressists, or their employest, agents or contracting, or or boost of the Stopping Centre or volution of the targoing provisions, agents or contracting, or or boost of the Stopping Centre or volution of the targoing provisions, the property (whether, or or boost of the Stopping) colors or volution of the targoing provisions, the property (whether or not consent by Landford), at I centre spense (without history and the stations of the property (whether or not consent by Landford), at I centre spense (without history had been consented by the state of the state of the property of the state of the state of the property of the state of the property of the state of the property of the state of the state of the state of the property of the state of the property of the state of

(d) Transi acknowledges that Landhord has made available at Landhord's offices for Transian' superior, profess and copying an athenois survey of the Permisse (Askense Survey'). The purpose of said Ackernes Survey') to indicate the promoter or shores on of athenois containing materials) at the Permisse. In addition, I count indicate profess of all that analysis of a shorter containing materials at each of one presents of all finds merely are available to Landhord that receives decopying by Tenset upon request. Exercise the Advented Survey and other athenois varvey in Landhord's possession do againstices that the atherest is the condition or state which values the which lavels are quives removal or committee beyond those abready implemented by Landhord (Issael on the present) were for content of said material at said brevial or content and the said of the content of the said of the s

(TERA) or the U.S. Occupational Safety and Hashin Aministration (TOSIA). It is mean that the abstence contraining materials (as identified by the Abstence) contraining materials (as identified by the Abstence) Survey or any often streeted as unveys in Landard's postencials) are again improperly distribed as handled by untrained present, all ministrances, repairs or renovations by Found to any set almost one the Abstence Survey to contain anisotrate, must be constituted with and approperly it abstence by Landard Teneral fail interes and approx that all contractors (sed their inscontances) stepayed by Tenerit approx in writing to be bounded by and well perform all work in accordance with the Operations and Maintenance Program (202M Program) as from time to time in force at the Center to periodically monitors and feed with the abstence at the Center. Treast approx to cooperates with Landard in all reasonable procedures or actions necessary for the constant of say Odds Program.

Lachbot makes no representations or werenative whenever to Tearst regarding (t) bazzardous materials at the Contex or to the Framines of (t) the Adection Servey, the same being foundhed as a courty, and Lachtoch the influenced Tearst the data Adection Servey, the same being foundhed as a courty, and Lachtoch the influenced Tearst the data Adection or the of the courty and tearstoned the influenced Tearst the data Adection or the Adection of the Adection or the Adection of t

2.5. <u>Convertino</u>: In recognition of the fact that this Lease provides for a Fercentage East beaut of from 5 kine made by Tenast in or from the Fernasse, Tenast agent that if Tenast, or any of it purposed authoristics, and a supplies to a supplies of the provided provided authoristics of the supplies authoristics of the supplies authoristics of the supplies of the provided authoristic of tenastics of the supplies of the provided authoristics. The supplies of the provided authoristics of the provided authoristics of the provided authoristics. The supplies of the provided authoristics of the provided authoristics of the provided authoristics. The supplies of the provided authoristics are the Carlos and the provided authoristics, as fought and the tenastics and the provided the supplies of the Penastrophy from the form the carlos of the provided from the provided the supplies provided there is no increase in the sine of sub-other tenastrophy.

26. Contention and Learnance, Transf that no graft my concession of learning control to the control of the business permitted to expect the the Proteins of the states permitted to be conducted by Transf under this Lean, provided, however, that each concention or learning shall be subject to the following conditions:

(a) Lean state that the contention or learness that he subject to all of the terms and provisions of this Leans including provisions concerning statements, reports and sublets.

(b) the Corest Shall fast herein defined) from the operation of each such concention of hierarce shall be demand to be part of the Corest Shale of Tauset for the purpose of determining the Precentage Rent payable to Landhord;

(c) the business to be operated by such concessionaires or Econoces chall occupy, in roal, no more than 25% of the sales area of the Premises; and

(d) in no ovent thall Tenant suffer, permit, install or operate in the Premites any in-operated vending machines or similar or other devices for the sale of goods, wares, exchanging, food and beverages, including but not limited to, machines for the sale of early

27. SERMY, Subject to Exhibit The "resut shall at its cost and capture, sixed it suitable identification type of each rise, design and observer at Landboot shall first approve to writing at a place or place of supplied by Landboot. I must shall not place by the type in good condition and cipate. Other than each permitted type, I cannot shall not place or small or suffice to be placed or smalled or matter as two part upon or controls for Fouristics of the extract of the Promises. The sum of the place or install or suffer to be placed or installed on the extract of the Promises any partial, gas-type, burner, tap, paranta, racid, instance are the like, one shall Team place or maintin on the glate of any weakons or does of the Promises any type, decoration, lettering and the place of any weakons or does of the Promises any type, decoration, lettering advertising nature, stade, billed or the entire for they late. Landfort that have the tiph, widout shallfully and with or without notice to Team, to remove any immissible by Team in violation of this Promises 2.7 and to that go Team in the out of each removal and/or any repairs necessitated thereby.

28. ASSIGNMENT AND SOMETTIME: (a) Teaust may suble the Premises in part or in it entirely or sating this centre Lease only with the premises in part or in it activity or sating this centre. Lease only with the premises and connect and connect and activities of the premises of the premises and connect and the bubble to subject to send conditional to be subject to send conditional to be subject to send conditional the inspire to send conditional the inspire to send conditional the subject to send conditional days in the following. (i) at the time of any that proposed substrains a secondates when the following the proposed substrains are conditional to the part of the team, provides are conditions of this Lease (ii) this rubberson or subjects to send on the part of the time of any that proposed substrains are conditional to the part of the time of any that proposed substrains are conditional to the part of the time of any that proposed substrains are conditional to the substraint of the part of the par

(c) Other that the fivespits permitted axisgment or rabbeting. Treast shall not voluntarly, involuntarly or by operation of law, satisf, traiting, motigage or deterwise encounter that Least or surfaces of fraction therein, involves or part are either that who do my part of the Permitter or permit the Premises or any part of their between or any part of the Permitter or complete by others. Any attempts to encounter, satisfy the Least or subject the Permitter or complete by others. Any attempts to encounter, satisfy the Least of subject the Permitter or complete by others. Any attempts to encounter, satisfy the Least of subject to the Permitter or complete by the provisions of the Permitter of

(i) If Tenant or the Construct, if any is a corporation of partnership, and if at any time during this Lease from the persons who, on the Dase of Lease, own a majority of much corporation is varied gate or to the persons who, on the Dase of Lease, own a majority of much by the case in own a majority of much in the case of the ca

(b) Subject to the provinces of embrangesph (s) of that Pengangh 29. To met agrees, at Teausis cost and expense, to keep and manish the Pennisse and each and every put three of the Teausis can deal general use in least passed on the provinces and each and every put three of the Teausis's use and general use in good repin, other and consisten and in ordering a work that it is a subject and replacement thereon, and to the former and explorate therein and the approximation of the frequency of the frequency and the approximation of the superior of the frequency of the superior of the superior of the frequency of

(d) In the event (i) Landbord undertakes a substantial remodeling of the common areas audior the excesse of the Shopping Center, braidings, without limitation, an expansion of the Shopping Center in an amount equal to or more and tim percent (1970), of the fine orizing (GLA of the enclosed mill, or (ii) the Leas provides for a lesse tim in excess of five (i) year, that, in the event amenioned to (i) thereof, I team that it, at Fenant is the out and expanse, remodel the exterior and timitize of the Permises and such remodeling work shall be completed within city ((6)) any after Landbard's complete of each transaction going experience of the Stopping Center, and, in the event mentioned in (ii) thereof, I train that it Traint's not cost and expense, remodel the encenter and trivial in work now and work proving in the Permiss within one insubsed eight) (180 days after the fifth ((6)) fill Lesse Year, Nothing contained in this Zeagraph shall consisting a registeration or warranty by Landbard that it will remodel and/or expend the Stopping Center.

(e) Teamt shall submit to Landhord plans and specifications for any such remodeling word, together with a factorize of the estimated code of each work and the name of the contractor Team proposes to engage at least may (e.g.) days given to the data Teams it to commence say such remodeling work. After receiving Landhord worthen approval and prior to the commencement of each work, Team appears to desire to Landhord policy or certificate of workment's compensation incremon in stantony limits from Team's constance as well as ordinated where the stantony limits from Team's constance as well as ordinated. Such work may from the commenced and shall be differently protected to completion in accordance with each proposed plan and specifications and all applicable lines, ordinates, the contract of Landhord incremos earliers, adole, however, to the team of Teams's toleramity at forth work Teampaps it is ded Team's toleramity at forth work to the commencement of the commencement of the comment of the comm

(i) "Repairs," as used to the Perspeph, shall mean all repairs, replacement, abtended, seldfinest, improvements and betterment. "Schember of "maintenance," as used in the Perspeph 25, shall be toolsed appropries to ensuing, scaling, improvedes, charges, principles and cleaning or chances of all portions of the Premises, including all lines and pipes, as appropriate.

(a) Tomat shall enter into a service space agreement which provides for the regular mentionation, service, a pragar and repulse enter (i.e. mentions), which of instance, and the first content of the service of the first content of the service of

D. Indext I Parties. TO. REPARE. If Tenant shall full refuse or neglect to maintain or make repair in accordance with the terms and provisions of that Lease or if Landbork in required to make any sparsh by season of the year, an official to be set or negligence of Tenant, or its satigatest, midentant, contestionatest or thomsest, or their repositive employees, agent or contractives, Landbord shall have footh at its region, after Landbord shall have given to Tenant as tent (10) day notice (careyr in case of an emergency), to make enth repair on beach of read the the account of Tenant and to earse upon the Fermissis for rund purposes, and said the cost and expense thereoft, to the next instalment of the Proof. Melimum Rand the not Tenant agrees to pay ruch amount, but noting contained in this Prograph shall be deemed to impose and only upon Landbord or affect in any manuer the obligations of Tenant Interms and the proposed and they also be Tenant in Landbord in temburned therefor under any policy of financiars.

It. COURMAN ACADES LUMBS. Tournt shall do all things recentary to prevent the filling of any medicalited or other library against the Frankiss or my other protions of the Stopping Contra or an interest of the Lackated own ground or underlying interest on the interest of the Jackated own ground or underlying interest on the interest of the Jackated own ground or underlying interest on the interest of the Jackated own ground or underlying interest on the interest of the Jackated own ground or underlying interest on the interest of the Jackated of the template of clamatics to the theory from the profit of the profit of the Jackated price to the or expended to the template of the profit of the pro

(b) Landied thall not be responsible for providing any meters or other devices for the measurement of utilistic supplied to the Premise, except as set (end in Eablich E. Ten at thall make application for and arrange for the intuitation of all such meters or other orders and Tenest shall be solely exponsible for and promptly pay, when due and payable, all charges for water, severe, electricity, telephone and any other utility used or commend in the Premises.

(c) Should Landbrid slied or be required to supply any utility services used or commed in the Franciste, Iranai agreed to rembure Landbrid for the same at our new to second the which one of they compare would have charged Iranai for farmining and utilities and these days despited on the first produce would be reduced the comparing the amount of tillity mage. In the second to despite the first part of the second one of the second to the first part of the second on the farmining and east payment shill not produce I facts position. If the second to the second of the second

Teast or Teast's agest, employees and contractors), and (ii) It Landord is furnishing Teast ty utility or utilities thereused, Landout may, it any franc, at Landout's option and on at least tary (20) duty priors to rote to Teast, discontinue furnishing any such utility to the Premiers, not in such cass, Teast shall contract directly with the public or private service company upplying such utility service for the purchase by Teasts of such utility.

(d) (i) Throughout the Lease Term Landord thail keep is good order and repair and and manist the sprickle prices in the Fermion, reclaim globesting, tening and servicing theorem, and that has any measure papers to our problement of such sprinkle system (compet that Tenner, a the express, shall make any not the sprint and replacement of the sprince constrained by any year, oursistens to serve repulses of Tenner or Term's equit, oursistens the problement of the sprintle system and th

(c) (i) Tennet shall pay to Landard a charge (the "Water Charge") in the amount set facth in Pengoph ((i)) of the Leas, on the first day of each most in schemes, for the familiting of water to the Parenias by Landard (ii). If ment agrees that the Water Charge shall be adjusted from time to time by a precentage factor capital for the precentage states or democrate the amount of water used in Permissia sudor equal to the precentage of service of concarcase in the amount of water used in Permissia sudor capital to the strength as the of concarcase in the amount of water than the Permissia sudor capital and include all severe charges if reath server charges are billed to Landard by the utility company as a combined water and server charges.

(f) Tenant thall pay to Lundord a charge (the "Scoreager Charge") in the amount set forth in Paragaph 1(Q) of the Lease, on the first day of each month in advance, for the funnishing of trath and garbage removal from the Premises by Lundord.

13. TAXES: (a) Tenust thall, in all intances, pay its proportionate share of all red crase taxes ("Taxes") which may be briefed or assessed by the lawful taxing authorities against the land, building and all other frequences and betterments in the Shopping Course, for the purpose of this Tenage pin 32 only, the term "Stopping Course" with blinded any adjacent property based by Lasdized to a Department Store tolking. The term "Stopping Course" will be red to the property of the course of the Department Store tolking. The term "Stopping Course" will be red to the governments before tolking. The term of the form or service for which the charge is made) and other governmental briefs and charge is the stall user of the form or service for which the charge is made) and other governmental briefs and charge is reserved as and a payable, of manured by the counterprise by the stall user from be loved, assessed, in proceed, become can and payable, or though on the charge is considered by the charge of the support of the charge is made by payed for the care and a payable, or the care are the largest or the processor, but the surface of the

(b) Tenent thall pay to Landbord the Tax Charge (at defined hereadhe) based on the amount of Taxata to be sensend or levied as not as stands amount for Taxata to be sensend or levied as not a stands amount for Taxata to be sensend or levied as not a stand amount of the Taxata to the predict closed by multipleigh due entire sense of the threat by a factoring, the numerator of the Taxata is a factoring that the the predict closed of which shall be the GLA of the Taxata and the demonshers of which shall be the GLA of the Taxata and the demonshers of which shall be the GLA of the Taxata and the demonshers of which shall be the GLA of the Taxata and the demonshers of which shall be the GLA of the Taxata and the demonshers of which shall be the GLA of the Taxata and the demonshers of the stepping Center, both determined as of the Shopping Center, out in Holdings in the Shopping Center, both determined as of the Shopping Center, out in Holdings in the shopping Center (at inchip communal on a set as some may be entired or reduced) which it excludes the tener (at inchip communal or as the same may be entired for the Center (in defined to the Center (in defined to the Center), and the center of the Shopping Center (in defined to the Center (in defined to t

(c) Any fixed has year on year commencing during my Lean Year or partial Leans Year whill be deemed to commence the such Leans Year or partial Leans Year, good the with respect to the first and late Leans Years of the Leans Tean, the Leans Tean of the Leans Tean, the Leans Tean of the Leans Tean of the Leans Tean of the Leans Tean of the late of the late of the commencement Leans Cheff Leans Year partial Leans Tean of the Leans Teans the Leans Year, as to which Teansit obligation thall curvine the expression of the Leans Tean.
(d) Teansi agrees to pay, prior to delinquency, any and all tax a and assessments.

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mode by Tenart (less costs, expense and reasonable attornsyst and appraisant feet) against the next exceeding payments of the Tax Charge does from Tenart, or during the last Lease Year, Lead-body will refuel Tenarets there of such not refund to Tenart within tistry (30) days following the expiration of the Lease Tena.

- (g) Any amount payable by Tenant to Landlord under this Paragraph shall be paid within fifteen (15) days after receipt by Tenant from Landlord of a bill setting forth such amount.
- (b) In the event of a good dath dispute, Tenant shall pay the Tax Charge in accordance with the applicable bill or retinement, and unit payment shall be without prejudice to Tenant's position. If the dispute shall be determent in Tenant's form, by agreement or otherwise, Landbord shall refund to Tenant the amount of Tenant overpayment.
- (i) Any such bill or st sernest shall be deemed briding and conclusive on Touast if Touast fair to object discrete in writing (safing the reasons therefoly within thirty (30) days, after the date fairs to be deemed or if Touast fair to comply with the provinces of subparagraph (s) of the prayageth 33.

  With respect to any Tax or which Touast is responsible between the substantial tax bill shall be conclusive sevicines of the servour of Toxes statistic or brief, and of the stream taxed. A copy of such tax bill shall be provided by the substantial when available by Landbod to Touast.
- 94. COMENCY ARRAIG. All common sexus and other common facilities (herdsalthe delibert-by-called Common sext) made available by Landbard in a shoul the Shopping Common sext) made available by Landbard in a shoul the Shopping Common sext he subject to the ordinaries control and management of Landbard, operately necessity of the control of the subject of the control and the state of the sext of the sex

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(3) Within titary (90) Jury following the and of the first accounting period and each intherquent executing period, landing the final a within interment overing the accounting period, interpret, showing an reasonable delical agental reachasts of the extent Total Operating Court, the amount of Tearity Courtern Area Outrey for rech accounting period and the payment made by Tears with respect to and accounting period. Tears and the payment made by Tears with respect to and accounting period and pay Landinot the deficiency within fifteen (15) days after the familities of said afternet; and it sits apparent access of Tears it Courtern Area Caurge, or entired to a credit for such access against payments care threadly to become due Landinot on account of Tears it Courtern Area Caurge, or during the last Least Year. Landinot with Within such access to Tears it within thirty (30) days following the expiration of the Least Tears.

(d) As to the first economic period or my absequent accounting period in my otherquent accounting period in period or my other hands of the accounting the first period or my other accounting the accounting the accounting period continuate in the Loans Term, as no which accounting period continuate in the Loans Term, as to which Terms to obligation shall service the companion of the Loans Term.

(9) Is the vest of any dispute, Teast shall by the second of Leadure's till or estimated and top the second of Leadure's till or estimated and under papered shall be added as a leading to obtain the Lead and and indicated that I read the second of Teast or outpayment. Provided Teast is not from the defail under this Lead the second of Teast or and on one is not an fixed (c) and page that we detect to Leadure Teast any, it is expose a set on one is not an fixed (c) and fixed (c).

PROMOTION OF CENTER AND TENANT'S BUSINESS INTENTIONALLY DELETED!

13. MOZBANITE: (A) LANDLARDES INDEMNITE OF TEMAIT; EXCLUSIVE OF:
(6) ANY CLAMA OR LOSS COPERED BY TEMAITS INSTRUMER ACTUALLY
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and not more than once during each Lease Year, review the Total Common Area Charges for immediately preceding Lease Year at the office of Landford where such records are maintained

is deemed a waiver of the applicable such or dispute right and any right to contest the Additional Rent charges (underthauges or overchauges) for the applicable Lease Year;

is deemed acceptance of the Additional Rent charges submitted to and reviewed by Tenant; and

constitutes full release of Landberd by Tenant for any overcharges of Additional Rent mere than one (1) year old and a full release of Tenant by Landbert for any undercharging of Additional Rent mere than one (1) year old.

(6) Any such bill or extensed thall be deemed binding and concluives if I must falk to biject there's is writing (enting the reason therefor), within timy (31) days after the data thereof or if Tenant falk to comply with the provisions of subpungs-ph (3) of this Pangaph 35.

(c) Novithetesting anything lacrin to the contray, Tournt shall pop to Landoud a three of the electricity count insured by Landoud in relation to the common sense of the Shopping Contra. The Richerichy Dange shall be an amount equal to the produce obstance by multiplying the I that Richerichy Change (for smoont of electricity used for the common sense) paid or manured by Landoude shall be their seconding provide and sale in badquent accounting periods, at Perchabovo eldined, by a furnious, the numerator of rivinite shall be the CLA of the Frantises and the demonitance of which shall be the generator of (i) rights process (1976) of the CLA in the Shopping Contra, post of the CLA in the Shopping Contra post determined as of August 1 of each Lease Year. Tourist's Electricity Change shall not be subject to any cap on annual increases.

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(D) TRYANT EXPRESSLY ACKNOWLEDGES THAT ALL OF THE PORECOME PROVISIONS OF THE PARACRAMH IT SEALL APPLY AND RECOME EMPECTIVE FROM AND AFTER THE DATE TENANT OR ITS ACCRUS ENTER UPON THE PREMISES TO UNDERTAKE ACTIVITIES PERMITTED HERBURDER.

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18. <u>Distributors</u>: (a) <u>EL Lande Out</u>: Landined agrees, during the Lease Term, to procure and material minerares against fire, weakless and makingan misched and note other partie as are from time to them included in a stander decorded over age endorment in turing the building improvement and bettements destribed in <u>Sander Ter</u>. (Description of Landburdt Word) is a meaning requil to one huntered percent (1994) and implement over declarity to the coart of footings below floor level, excendents and foundation). Any material provided for in this shapening \$100, howes may be effected by refinements or by pully or pricities of blanket insurance covering additional items or because or saureds, provided that the requirements of the turburaging \$10,0 are charges affected. Tenum thall have no rights in any policy or policies materialized by Landford.

(b) BLTCMAT. To mat agreet, dring the Lease Torm, to process and madricis interacts against fire, excluyable, weathern, malescen metable, were demange and sprintle askage and tends descripted as the form time to the inhabits in a standard extended coverage before and the description of Tomas the time the inhabits in a standard extended coverage and tends of the process of the process of the process of the process of the standard process of the standard tends of the format and the f

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(d) <u>220,0073-2,020720,00.722,00.722.</u> Transt agrees to scoure and basp is free from and drive the class Landbord shall deliver postersion of the Premises to "Counts and throughout the Landbord shall deliver postersion of the Premises to "Counts and throughout the Landbord shall deliver postersion of the Premises to Scource and Landbord Scource and the Counts and the County of 
39. INSURANCE RECORDENCENTS: (a) All policies of instrume thall be insued by insurance companies with general policy to locker is straing of that feet than 18 and a financial acting of conciles than Clast 9 at read in the most current. "But insurance servin," and instead to do burdeness in the Saker where the Shupping Center is broaded and authorized to insure analyzelogy or policies.

(b) Each purely shall have the right to turner and maintain the insurance corregges covering other premiers to large at such burder insurance policies proceedy a strated while the Shrumites and comply with the amount of turners and the other requirements hereof.

(c) All policies of insurance precented by I mast shall contain suderstanents providing at follower; (i) such insurance may not be materially changed, assended or cancelled with superior to Lander, take the superior fairer (ii) that fary fairer writtens contain the summary of the surface company of Lander, and by registers and resilicity; (ii) that Landerde with the body proposition for the proposent of all precentures under such policy and that Landerde or other parties equivad to be proposent of additional interacted that have no obligation for the payment thereof inswitchending that such parties we named as an insured.

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(e) The original policy or policies, or duly executed certificates for the same,
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(b) In each Leass Year chiring the Leass Term, Tenant agrees to reimbure Landard within thirty (20) days after billing for Tenant's shown of the premium for time insurance and extended coverage procured and materized by Inadhord coverage to evolution and improvements now or hereafter constructed in the Shopping Center. Tenant's share of the improvements now or hereafter constructed in the Shopping Center, Tenant's share of the memorator or device and but their Cell. As of the Tennises and the denominate of which fault he the general (50%) of the GLA in the Shopping Center, or (ii) the GLA in the Shopping Center, or coupled by treatment of the Shopping Center, or (ii) the GLA in the Shopping Center, or coupled by treatment of the Shopping Center, both determined as of August I of each Least Year. Together with Leadhort's nationate of any rum payable by Tenar hereunder, Leadhord shall finish Tenar with a carry of the nomprisations thereof. Leadhort receives the right to include and shange in Operating Corts.

4.1. <u>DESTINGTION</u>: Totant shall give prompt notice to Landlerd in case of my five or other damage to the Frantiset. If (s) the Permiset shall be damaged to the steam of thely percent (1978) or more of the coard or "plantiment thread (string the last for 90) years of the Laste Term or (b) the brildings countriesing the Stripping Coarte shall be damaged to the center of fifty percent (1978) or more of the cost of replacement derest during the history by years of the Laste Term, whether or not the Frantise shall be damaged, or (s) my of the Department Storest skipning the Stripping Coarte see a damaged and each tracely of the strip and optical to caused that Laste by written notice within mixely (91) days there the date of each consumers, and this Laste be written notice within mixely (91) days there the date of such countries, and this Laste to the date of the date of the strip of the date of the date of such and the stripping coarte as the first the representation of fine Laste Term. In such case, Toward shall resears and surroder the first first the countries of the date of the date of such damage, or destruction or the date of termination and vendents of the Premises and Laddrod shall make a equitable retained of my mate or other charge paid by Totart in advanced and not entered or accrued. In the own of the Laste is terminated, I must not mater and agree to the partition of the Laste Term. Missed that Laste is terminated by Totart in advances the experiment of the Laste of the Laste is terminated. The strip of the Laste of the Laste is terminated by Laste of a plantine of the Laste Term. Missed that Laste is terminated by Laste of the Laste is terminated

expiration of any

(e) The minimum limits of any insurance coverage required to be carried by Tenan limit Tenant's liability under Paragraph 37 of this Lease.

do. <u>Indicate the tracked, used or sold any action of the applicit potential</u> or suffice to be stocked, used or roll any action of anything in or should the Permisers which may be purchised by or which the culture and explainted on the Permisers which may be purchised by or which the culture and resident and the Congulational of the Permisers, the indicated by or which the culture and particular any the state of the product which will increase any increase or set and permisers on the Permiser, the instance rates applicable to any policies of interance cartically is satisfact covering the Simpping Centure, propriet generator, (a) I main it advantments or description of the Permiser; the instances rates applicable to any policies of interance cartically is satisfact covering the Simpping Centure, propriet or the read is the means which statelly and let be unable to carcinal appears to pay Leaderd, which fifteen (1) May after Leaderd's written demand stored; the active proteins of the presentes for a six the reason and of any of the interaction of the production of the concluder of the south of the sevent is made to fire any and the state of the sevent is made to Simplify Centure. If any and interaction carties are and permisers on the Fermiser and the Simplify colors. If any not a finances or and any contains of Fermise and the Simplify colors. If any not a finances cartie as a result of any of the disconnectional act or contains of Fermise and the Simplify or under large of Teast of any post-channel by, itempoly or under I mere. Teast at special and product and of the set of the s

(180) days after each destruction occurs. If Landond is unable or unwilling to make much repairs within said one hundred and eligity (180) day time period, Famer shall have the option to terminate this Lase sity providing Landonde at least risty (20) days written entire of Famer's creation of the work requir. From simplifying the requirement of the observable has recreated of the work requirement to test mortigation of the requirement of the chargest philips and the contract the provident of the Permiss or any period force for the days of the chargest philips.

The contract that continue the specieties of Tenerit business in the Permiss or any period force for the days and the charge of the ch

- 4. COMMONITATION (\*) 7772...! If the whole of the Presiden or such part thereof a will not of the remainder of such part thereof a will not of the remainder of such parts of such in order of parts of the other of the case of the case of the other of the other of the other of the parts of the parts of the other of the parts of the parts of the other of the parts of the parts of the parts of the other of the parts of
- be to taken, the Lakitati. If wempy five prevent (25%) or more of the Old of the Previous shall be to taken, then Lakedow and Team shall each love the right to terminate that Least by written motive given to the above with many (60) days after the class of this terminate, then the takes with the class of the terminate, then the Law by part of the Previous shall be no kelen and that the class that have been shall not be terminated, then the Law by part of the Previous shall be no kelen and the Law being the company of the terminate shall be no kelen and the class that the same properties that the contract of the class of t
- A used heetin, the amount received by Landhord thall mean that portion of the reward in condomandion received by Landhord from the condomaning attenty which is five each class of all prior behinn or collections by the holders of any mortgages or deceds of trust or my ground or underlying leasest and less reasonable artem by and appraised fies.
- (d) If more than first puncted (1994) of the GLA of the building of which the formies forms a part or of the Shapping Center shall be taken as distract, Lendord shall be the sight, by without actives given to if man, to incremise the it leave, such commistion to be effective as of the other of tide versing it much proceeding.

  (e) If as a recent of such shall any or and of the Department Stores adjoining the Shapping Center case operating it business with the public or cancel or termines for or their supportive bases or opporting agreement, Lendord shall have the right, by written notice in the Content of the other contents of the content of t
- (i) If part or parts of the packing areas as a result of such taking, equal or exceed they percent (69%) threeof at the same existed prior to such taking. Found taking to earther the compensation, distinuistion as absorbed as the compensation, or confirmation or absorbed as the confirmation or absorbed to compensation, or supply, or shall the same to decimed an actual or constructive seriction. If as a result of such taking of the parking sens the same are reduced below trivey percent (69%) thereof, Lanched and them the edge's abstitute that the same the promotive to the property of Lanched or earth for research by constructive to the Suppling Center, such in connection thereoff, Lanched or due that never the sight to connection multi-dock, allowed, pubermeans or vertical parting flatitions; if Lanched the unable to replace or mentions and and cost and extract that there on the parts of the contractions that there is the contract that there of the lanched that contact that the competent of its contactions that it are, which mixely (90) days threadther by giving the other party a faith (10%) days not do the reduced the other.

OC) BIDGG) FROMS GREEN HEROGREE FORDA

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- (g) If this Lease is commanded as provided in this Paragraph, all reast shall be paid by Tomati up to the later of the date that proposession is to ealert by public authority or the date it ment weater the Termine, and Landord shall make an equitable refund of any tents paid by Tenanti advance and not earned.
- (b) Awart. All damages or componention awarded or paid for any such taking whether for the whole or a part of the Fremine or any part of the bard, belificage and improvements contenting the Shopping Carter, shall believe to so the the polecy of Landherd without any participation by Tenuir, whether such damages or one the topocyty of Landherd without any participation by Tenuir, whether such damages or componentation that he seweded expected to the participation by the such confidence and the least so coverag the Shopping Center or in the least-old entire created hereby, and I can all head the supervised whether and the content of any participation in value of the following believe the content of any participation and to the right to sparticipate in any such condensation proceeding against the constant of all be constanted to prachale Tenant from presenting any chim directly against the condensities authority, but on against Landherf, of the whose of or change to solve the total of formard of Tenants one right, provided further than no made data shall be recoverable by Tenant in Tenants' one right, provided further than no made data shall be directly switch under the tenus of this Lane would remain frametric property upon the supervision of the Lane Tenant one right, provided further than no made data shall be directly switch affect the sales of the Paragraph 4.
- (i) Any who game, definistin or haling of priphenal or perimeter part or portions of the proteing near of the Shapping Gones for most wheeling or mod prepresentary purposes or for the similation of Qualities and all the statement is confirmential or shaling which the meaning of the Protegraphs and Tomost shall not give state over the control to compoundation, demination or descented of key point or other changes.
- 4.1. <u>BANKSETTYLYSSOLVENCY</u>: The paties admowledge that the Premises occupied by Tennic contril of a store building bounds with non-integrated shopping control development of the patient of the control of the patient process and applied to obtaining a through and present the patient process and and to the event Tennic bounds subject to obtaining a more dealing under the Bankseyory Rafems Act of 1918 (the 'ALF'), at the same may be amorided, the postella provision of the Act raising and shopping control and the patients to the particle that the other patients and the particle but the provision of the Act raising a subspace of the Tennic at the patients of the particle shop provided the state of the patients and the state of the patients and the patients and the patients of the Lane, were established on the best of Tennate topout of but Lane, particularly with respect to the aprox (upon Tix of Morimum Rate and Additional Rate, were established on the best of Tennate approximate but the provision of the Lane of the Act and Tennate or governant receives or other canditum of the state or proportion shall stage in Lane, may end all amounts padd or the patient of the state or proportion shall stage that Lane, may end all amounts padd or the patient of the patient of the state or proportion shall stage that Lane, may end all amounts padd or the patient of the patients and the patients and the state or part of the Landsont and may not all such amounts or each state or such candidated promptly of the Landsont shall be had the main the property of the Landsont shall be had it must for the Landsont and trumment to the Landsont promptly after receive or candidate that he had be and the state of the state of the patients and - 44. <u>Distallin</u>: A The occurrace of my one or more of the following swatt shall expected. The primary and shall give rise to Lachzer's remedies at forth it Fraggiph 4(3)) below: [0] faint to make when the same of faint, in the same that faint is under which five [2) days of the date date of each payment; [0] infer to indersor to primary and the primary of the prim

convening of a searcing of its creditors or any clear threat for the purpose of effecting a measured may now or composition of its dark, (i) faired or any Commerce insulvancy or destinated or a maching page is darks as they maken, as a fair or any Commerce in the contract of the search of the contract 
B. <u>RMCMC</u>: If a Disfault occurs, Landlard shall have the rights and remetles berindader set from 10 the extent permitted by Law, which shall be defined, separate and commissions with set in addition to any other right or remody allowed under any Law or other provisions of this Lauxe:

(i) IRRAGIATION DE LEAGE. Upon the occumente of a default by Fearst hereunder, Lealium may, commate this Lease by giving written matter themeof to Fearst (whereupon III obligations and hisbliches of Lealiude themeof and themeof to Fearst (whereupon III obligations are hisbliches of Lealiude themeofe the matter of the whose themeofe and without liability, reposess the Fearstess. Leadhout shall be sufficed to recover all her and campel, Leadhout shall be sufficed to recover all her and campel, Leadhout shall be sufficed to recover all the substances of an activatory fearst of classics, to themeofe whose through shalling without themetical part of the substances of the phase of the phase themetical campel, which there is the fearst the provenant, the substances of competent spiritations, the unamerated out of Creamit improvement, bearst fees and committeines, attempty fear, moving allowance and any date coeff increased by Leadhout to control or who making or executing that Lead, the cour of recovering the Franciscs and the control relating the Francisc (including without limitation, abstraing continuous, resumble attempts of the and reflectioning control of the court in trackying the Francisc (including without limitation, abstraing continuous, the same vicasial).

(b) the present [8 D84] pre around (the Text (discounted at a rate of interest equal to eight precent [8 D84] pre around (the Text discounted at a rate of interest equal to eight precent [8 D84] pre around (the Text discounted at the Text discounted at

(2) <u>Reposession and Regards.</u> Upon the occurrence of a default by Tenath hereught, Leukhold may, immediately terminate. Tenath right of posterion of the Perminate Obstempts at 10 highgains and tability of Leukhord hereunder that terminate, but not terminate that Leuke, sale, whose motive, demand or thirty, order upon the Perminate or any part g. Caracterosco-obstitute occ, practy pass consequences.

thread, it is absolut potention of the same, applier mesors Transl and my other pressure of entiry who may be copyring the Pressions and changed the Landsland stablishes no displaced passessions of the Pression under the impropagated 46(3(2)) in Landsland stablishes no displaced winterferer to medic to Transit a key for new bolat transland in the Pressions, (6) Teamst shall have no displaced parties opportuned on the Pressions (4(2)) Landsland stablishes no displaced when the pression of the Pressions of the Pressions (4(2)) Landsland stablish in the Pressions of the Pressions of the Pressions (4(2)) Landsland stablishes no displaced when the Pressions on my per threads of the Pressions and the case in Landsland shall have no displaced in the Pressions on my per thread of the Pressions and the case in Landsland shall have no displaced in the Pressions on my per thread spreads in the England, second, to the prepared of the Pressions, the Case of the Pressions of the pression of the stabling contributions of the Pression Barrier of the Administration of the Landsland (for the prepared for the Pressions) of the Pression and the Case of the Pressions of the Pression o

(3) CARRIMAN CARLACTEM. No expension of a notaring upon the frenties of any part forced personal to Expression of CARRIMAN CARLACTEM. No expension of CARRIMAN CARRIM

(d) COMMUNIC REMODES. You the remody herein conferred upon or travered to Lackbed to a Security of Lackbed to the conferred to the other parts of the conferred to the conferred

(5) SECTIC PRINCE AND COLLECTION OF SETS. Leader thall at all times have the right without price constant or moins entery at experted by applicable Lawn; (6) sock my declaratory, pipularane or other expendeds betted, and expendedly entered that Lease or retarisin or explice a violation of exp provision henced, and if near threely writers my right to require that. Included you have also provided the exercise of expended and the contention therewith, and (10) not for and collect my uspaid. Rest which has account.

(?) LADICONS CERLO DE PRIMETE DE LITERA EL PROPERTO DE LADICONS CERLOS DE LADICONS CERLOS DE LADICONS CERLOS DE LADICONS DE LA (6) LASCALISES LONDINGS Z. Any Bear not pick when due shall economic terrent from the due due at the Default as could by proceed in norther day Tradition. Such interest payments in the depend of the most operated to the payments, not a waiver of Landont's Agilia to fatall upon finally postment at any than, oner a waiver of any remedian to which Landont's presided as a result of the Landont's Landont's resided as a result of the Landont's Payment of Ross.

(8) BADENCECCOCCE If during the Term, at i may be extended, Landout reactives two (2) or more doubt from Terms with our returned by Terms'th what the Inflament (without, Landout on you quiter the all checks therefore the beat certified or eather's checks (whost lamiting Landout's other conscises). All bank service charges resulting from any lead checks in all be beautily if runn.

(9) GRISS\_MATERS: No re-entry or repairation, repair, changes, alterations and additions, relating acceptance of keys from Teausy or my other action or criminion by Landerd shall be contraced as an electrical by Landerd to be the Lane or Teausit right to persention, or scope a surrocale of the Persention, por shall fine some operate to relate the Teaus of the transition of the Contract of the State of Teausit. Landerd may be received to support the transition of the Contract of the State of Teausit. Landerd may bring exist fits summate owed by Teausit networks or supporting thereof, as the same across or suffer the same have accused, not an inter recovery of any perions due becausite shall be deemed a waitive of Landerst right to collect all amounts to which Landerd it sufficies the counter, nor shall the same serve as my defense to any subsequent not brought fits any amount not describe reducted to injurnant. Landerd such partners one or which Landerd its sufficient to same partners of the resource transits shall be applied, at Landerd's spitch, first, to the Cours of Radersting, second, to the payment of all costs of enfecting that Lease against Teausit or any Quantum first, to the power of Radersting, second, to the payment of the collection are recovered to the payment of the payment of the resourced to print and applied to the payment of the order objection of Teausit to Landerd as the same become the power to Teausite for relating, to the payment of the collection of the second one power and the resolution of the resolution of the payment of the collection of the payment of the collection of the collection of the payment of the collection of the second one power and the resolution of the payment of the collection of the second of payment of the payment of the objection of Teausit to Landers's objection of the payment of the collection of the payment of the payment of the collection of the payment of the payment of the collection of the payment of the payment of the collection of the payment of the payment

C. <u>Militaritity Of DAMAGE.</u> If Landized terminates that Lease or Tenart's right to protestion, Landized than have no obligation to mitigate Landized transpare except to the extract required by applicable Law. If Landized has not terminate this Lase or Tenart's right to protestion, Landized than five an obligation to mitigate under any elementates and may permit the Promises to remain weath or abundanced. It Landized is unquired by applicable Law to mitigate damages under this Lases (o) Landized that the supplication of the Suppring Centre, (o) Landized will not be decemed to have failed on this gas at the Suppring Centre, (o) Landized will not be decemed to have failed to mitigate if Landized theory pace at the Suppring Centre, (o) Landized will not be decemed to have failed to mitigate if Landized transparent and the supplication of the Promises, and (c) any failure to mitigate as described became with respect to any period of time shall only reduce the Rant and other encounts to which Landized is mirtted becaused by the reasonably remain waster before Landized is able to re-base the same to a straight replacement transp. and Cort Releasing the Carlotter and value of the Promises, market conditions and the period of time the front metal to the mitigate of the Releasing the Carlotter and the Landized transparent transp. and Cort Releasing the Carlotter and the companies of the straight contained the properties of the properties of the Releasing Centre rich of these in question, or Landized traphic metal relation to the contained the site of the period of thirty (20) to yet after 1 Releasing to the Suppring Centre with the fail of the Carlotter deprise the support of the Suppring Centre with the fail of the Carlotter deprise the support of the Suppring Centre support to the question of the product of the thirty (20) to yet after 1 Releasing the Carlotter deprise of the Suppring Centre support to the Suppring Centre support to the suppring centre of the suppring centre of the Suppring Centre with the support of

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PACIFICAL OF CONSUMER REGITS. TRACE DECRITIC. PLADE PACIFICAL OF THE PROVISION OF ILMOSCAPO FOR PACH TO WAVE ALL OF THE PROVISION OF THE TITAM DECRITIVE THAN PACH THAN TO WAVE ALL OF THE PROVISION OF THE TITAM DECRITIVE THAN PACHTES. CONSUMER PROTECTION ACT, AS SICH PROVISIONS ARE OR MAY EXAMITED THAN DECRITIVE THAN PROTECTION ACT, AS SICH PROVISIONS ARE OR MAY EXAMITED THAN A STORMER PROTECTION ACT, SECTION THAT IS AND A THE ALSO, DESIRED AND THAN A STORMER PROTECTION ACT, SECTION, TRACE TRACE TRACES CONSUMERS OF THAN PROVISIONS OF PROTECTION, TRACET TO LITERAL DECRITIVE AND THE SECTION, TRACET TO LITERAL DECRITIVE OF THE PROVISIONS OF THIS TAKEN AND THE PROVISIONS OF THIS TAKEN AND THE PROVISIONS OF THE PACH SERVICES OF THE PACH SER

(A) TENANT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO THIS LEASE AND THE TRANSACTION EVIDENCED HEREBY.

(B) TENANT IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS LEASE.

45. Lobbident Lieb: Teamt hereby expressly grants to Londord a security interest in and an express contractal lieu upon Teauts or any other purely \$ 5004, were, equipment, signs, findures, familine and other personal property financial in on on the Premisie, princing all after-squared property, replacements and proceeds ("secured property) to secure the performance by Teamt of its to objections under that Least, and can improperty that has the remander from the Premises without the written contract of Leadingt and have first been padd accept for the sale of twentiery in the continuely course of Fearit breitens so long as such inventory in explosed by Teamt. Teamt hereby agree to secured and to the functing determinant covering such security or to otherwise the continue of the property to profess the processing of the process of the pr

46. ACCESS IN PRINCIPAL.

1. Inclined and it sufficiently expectations to the libror the right to military upon the Principal acting all regular burniers how in the hypothes of impecting or exhibiting the case to prospective practicular, and expected as the case of the principal all labor the right to maintain actings all utility squipment, in, upon, sowes caused the Principal and labor the right to maintain actings all utility squipment, in, upon, sowes caused the Principal and labor the right to maintain actings at all utility squipment, in, upon, sowes caused the Principal acting to the acting at the quality of the relation and to the principal acting the case of the relation and the state of the principal acting to the acting at the quality of the principal acting to the principal acting the principal acting to the principal actin

49. <u>AUDINESES</u>: Tenset agrees that in the swent of a sub, brantle, or seigment of the London'th increas it use hospings Center or any part threes), the Stramber, or the swent that any prescribings are brought for the threshounts of the the executes of any power of a bit under any practique; made by well and one counting the Stramber, or the year and of a cancellation of the transfer or any part threes, including the Franciste, or the eyes of a cancellation or termination of any gound or an adviring these covering the Stopping Center or any part threes, including the Franciste, to attend to the copiests and to Entire the particular, ground or underlying better or mortugene as Landon't under this Laste.

50. TRAME ACREMENT. In the owner Team of all find or effects to execute and deliver to Land and the Association and as any by negativel to relation the instal of Engagarity 4, 45, 46 and threated width that (10) days after Landsord watten require therefor, as a farth Landsord that have given to Team's a farther art (10) day and/on therefor Team's Team's and I faither that the first to Team's farther of Delahity.

11. (LTEL EMICHERS) If Texast timely pays the rest reserved and performs all of the other ment, correction conditions of this Lease on the Texast's paid to performed, the most rest personant of the Texast shall proceedly and quirily have, tokind and region the Premier stating the Lease It may religious to be come of the Lease Agreements and encounterance on which this Lease is or many by a shoutheard.

22. <u>Unaccompagne Pict.Alls</u>. The provisions of that Paragraph shall be applicable if there and I occur any tribas, lockoust or laws disputes, making to obtain halor or materials or treatments are distanced by the provision of the property of the accurate and not an exceeded and not be part to obtain a commonly retired to a first the provision of the property of the obtained overtain objection to pay when the provision of the Paragraph and an exply to I beautiful objection to pay when the provision of the Paragraph and an explying the provision of the provision of the Paragraph and an explainable of the provision of the Paragraph and an explainable of the provision of the Paragraph and an explainable of the provision of the Paragraph and the provision of the provision of the Paragraph and the provision of the p

Lacked shill have the right to remove and done shi proprity, after a spress of Terant, without father ricks to or demand upon Terant and hold Terant anti-possible for my sol all but spec and all the spress of the strength of of the

See HEADING DON: Should Tenual remain in posteration of the Promises after the experience of the Leave Tenu (or any moved learn beared) without the execution of a new least, and shoulding one with 10 de demonstrate in these created and the cantended at a tenuary from moduly-received and the cantended at a tenuary from moduly-received period on the careful (1/10) to the moduly received period on the careful (1/10) to the moduly received period of the careful (1/10) to the strength Protecting Received period to the nature for the Latent Tenus, (9) to re-reside (1/10) of the Martiness Received (1/10) to the the Latent Tenus, (9) to re-reside (1/10) of the Tenus Protecting Received Received (1/10) of the Tenus Protecting Received Received (1/10) of the Tenus Protecting Received R

55. <u>RELATION HET OF PARTIES</u>. Nothing contained in this Lease shall be deemed, controud or implied as creating the relationship of principal and agest, partnership, boint venture or any other relationship between the parties hereto, other than the relationship of Landons and Tonars.

86. NO. PLACED: The falter of Landbord or Tennat to trint upon the strict performance of any provisions of that Lease, or the falter of Landbord or Tennat or exercise may plot points or remainly heavy persons and that Lease, or the falter of Landbord or Landbord or any and provision, split, update the provision of the party of the second of the party of

57. <u>NOTICES</u>: Every notice, damand, request or other communication which may be or it required to be given under this Least thall be in writing and shall be sent by recognized overaight carrier, whiteed State Conferide or Registered Mai, poncing pergied, remon necessity requested, and off the formation to it to a fundition of the parties of the state of

party may, however, give the other party telegraphic subject to subsequent formal notice as above provided. notice of the need for emergency repair

- <u>RECORDING:</u> Tenent shall not record this Lease or any: or written consent of the Landlord.
- 99 <u>Natural Neuturn</u>: If my providen of this Laws or the application thereof on my premi or determinates shall be at a seal to had wide and invisal, thin the remainder of this laws or the application of such providen to premier or excumentates of the fact to the fact of the application of such providen to premier or excumentates of the flat to the fact of the fact of the application of this Laws that he wide and only the fact of th
- 60. BROKERI COMMISSION: Recapt for Was Morie Group, I. N Teast covenant, warrant as impressed to Lexicated that there was no other these intensment in terms and impressed to Lexicated that the expectation were had by Iranai with my other broker concerning the resting of the Fermiotes done than GPM Houston Properties, whose committion shall be paid by Lecthord permant to paper to present Teamt appear to intensify and hold Leadards hamiless against and from all hisbilities, including transmission and the brokerage commissions of neiting from any others for brokerage commissions of neiting from the secretary from the potential of the brokerage commissions of neiting from any others for paper 1. Her present (49) of the total annual has tent for the term of the Least, Such annual shall be population that by from the execution of the Least by both parties and one half (1/2) upon the Teast of the terms of the Least one had been been to the parties.
- 61. <u>DERITION OF LANE</u>: "Law" or "Law" thall mees all applicable federal, rists, county and focal promunentà and municipal laws, fatules, outhauste, ules, regulatins, coite, decrees, orders and offer and requirement, as from thes to mee as to fixe or promaligued explicable equilable remodes and decirious by count in cases where each decirious are backing precedents in the state is which the Stopping Center is located, and decirious of federal count applying the Laws of such state.
- 62. <u>PROVIDOR</u> <u>BROBING</u>. Except a charvies expressly provided in this Leas, all constants, conditions and provident of this Leas shall be bridling upon and shall have to the boards of the partie aftern and the respective here. Just inspectations, accessors assigns. Each provident of this Lease to be profound by Tenant shall be commend to be both a coverant and a condition, and if there that he more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.
- EVIBE ACREMENT, ETC.: (a) This Less, including the Exhibits attached herein, sets
  forth the entire agreement between the parties.

- (b) All prior convertaints or writings between the parties or their representatives are merged tension and extragations.

  (c) This Lease thall not be modified except by a writing rigated by the parties, or may this Lease be caucifuled by focusit or the Frenties numericated except with the express written subnormation of Least to the remains numericated except with the express written subnormation of Least advantation by Leadlord to Tearent of this Lease that the deserted to be sobly for Francis consideration and one of the exception of the hearing of the Frenties, and shall not contier out of exceptions and exception and of the remains, and shall not contier out places are obtained to be added to the continuous terms of the state exception and other works and the state exception and other works are obtained to the state exception and other works are of the continuous transfer of the state - (e) If any provision contained in any stacked Ethibit is inconsistent or in conflict with any printed provision of this Lease, the provision contained in such Ethibit thall supersede said printed provision and thall be par amount and superior.
- (i) Teart herby admorbidge that this Lass thall not be demod, interpreted continued to contain by implication or observine, any wornerly, representation or appearant on the part of Landsort that any Department Stone or regional or sational chain since or any other than the contained of the c

metchant shall playen or remain post for between or occupy or continue to occupy ary premises in or skyleting the Shapping Carter chitting the Javan Form or up part storated and forms heavily where the state of 
(g) The captions, numbers and index appearing borein are inserted only as a matter of convenience and are not intended to define, limit, or describe the scope or intent of any leasurage, nor in any way affect this Lease.

64. WANTEL OF LIABILITY.

(A) NOTWITHSTANDING ANYTHING CONTAINED BY HIS CONTAINED. IT SHARE TO THE CONTAINED. IT SHARE THAT ITSAM TO SHALL JOON SCHALL TOO THE ANY THE CONTAINED. IT SHARE THAT ITSAM TO SHALL JOON SCHALL TOO THE ANY THE CONTAINED. IT SHARE THAT ITSAM TO SHALL JOON SCHALL TOO THE ANY THE CONTAINED BY HIS CONTAINED. IT SHARE THE ANY TH

(b) LEMATION ON LANGUAGY LANGUATY. Unless caused by Landucett goest neighpares or within intercedure, Landucet and in one be table to Transit for my claims, actions, demands, costs, neparest, Ganage on Bahilly of any lacids of articles of the use, expanys or sulpromate of the Promises by Tenant or any person threm to sholding Fanat under or by one through the sat or continent or any of their respective employee, officers, agant, invites or contractors, (ii) caused by or article gout of fire, explosion, liking statemed, pas electricity, water, rise, mone or demperes, or lands it is my part of the Promises of the contractors, of the company of the promises of the contractors of the property splacets or the Shalding (other than Common Arasa) or by company to prove the contractors of the property splacets or the Shalding to Common Arasa or by the public or by the contractors of a property splacets on the Shalding of common Arasa or by the public or by the contractors of the property splacets on the Shalding of common Arasa or by the public or by the contractors of a property splacets on the Shalding of common Arasa or by the public or by the contractors of a property splacets on the Shalding of the contractors of the arasa of the public or by the contractors of the property splacets on the Shalding of the contractors of the contractors of the contractors of the public or by the contractors of the con

(6. TRAMT SAULY: 6) If T mant it or will be a coportion, the percest executing this Laws on behalf of T came it only recoported or a shalf of passibled corporation and is authorized to do business in the State where the Shapping Corner is besured (a copy of evidence throat to be supplied to Landsche upon request), and can the percent or percent constructing this Laws on behalf of I reads it in on Other or request, and can in the Corner of the

are officers of such Tenant and that he or they as such officers are duly authorized to sign an execute this Lease (a copy of a resolution of the same to be supplied to Landlord upon request).

(b) Tenet agree to furnith Landbord, from time to time, and within thirty (50) days after Landbord's request therefore, functional as ensurant in accordance with generally accepted accounting principle and expression reflecting? Tenet's then current function Life officiant. If Tenet thall be a compension, the most of which is traded on a national secretise acchange, this obligation shall be determed satisfied by the exhibitation of the most current annual report propaged for Tenet's therebodder. The submitted on these finals are the supplicable to any set all Guarantizes of this Least shall also be determed to satisfy the obligation of this Section.

66. <u>Duartings</u>: Provident which have been debeted from the printed portions of the Lass or any of it Ratabits shall not be used to interpret the remaining provisions thereof and no implication can be drawn from such defends not shall not deficious be described to contrain a waiver, constant or sequences with respect to the subject matter of the cheteol provision.

67. <u>RULES AND RECULATIONS</u>: Transt coverants and agrees to fully comply with all of the Rules, Regulations and agreements set farth and mentioned under <u>Earlies</u>. "Contracted to this Lease and made a part force."

68 <u>CONNERVANTS</u>: This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same.

69. <u>Hattoppe Courting Age.</u> At Landock's request, Tomer shall excess, acknowledge and schore to Landock for any discipance by I calculated, which me (10) buttimes shall shall see that the mean for a state of the court of the state of the court of the

Any rent deposits, society deposits, or advance rentals poid.
 The fact that no default entire becomedar by either Landlard or Texant, or if any default or lairned, specify the nature of such default.

70. <u>Transported Region</u>: If semal goes rake in the fourth (4<sup>n</sup>) Lease Year are but than \$1,00,000000, the if caust has a core tract eight to terminate the Lease after the 4<sup>n</sup> month. If 'transf caustries this con time right of termination, I read must provide Landston they (10) sky we release the contract of the describes and include written motion must be received by Landston their than the last of the other contracts of the describes and include the last of the last of the contract of the Landston of the Construction Allowance. Team'ts reinburscent to Landston for may unamortized portion of the Construction Allowance. Team'ts reinburscent to Landston for each amount of hall be due to late than tra (10) skys after the date that the interval of Landston is terminated.

71. CREMING COLTMANCE: If a say time during the torm of the Lean, Dillard's, Sour or Polloy's closes, and Landard has and explaced such store with another Anchor sone written ext (96) uncerties of each closing Tensus, as its so had not columns removely, may began beying the present (96) of its goest sale in place of paying the First Merimann Read smooth in Pragaph (10) Interis, until such Andreis in paying and part of his forward month after the closing of seal Anchor strees. Once Landard replaces such access with another Anchor to the stant shall begin paying the First Merimann Read Anneau as contained in Pragaph (10) Interis. Welling contained in the pragaph shall be doment to have any effect on Touris's obligation to pay any other stranges as at their these Leas. If such never is not explaced with another Anchor within sighten (18) morefus of such explaced with another Anchor within sighten (18) morefus of such accession (18) morefus placed by providing Landard thiny (20) days written notice of such termination. If Tenset does not terminate the Leas persons to this Societies 71 of the Leas within such size (19) of provided as described above, it is domest fat found wrives it right to terminate to Leas persons to this Societies 71. However, if the Leas within the case of the Leas within such size (19) of the provided and the contribution of the Societies of t

(), VIRACIAI INNO-MAI TOTA I JOCC () INDOCC) I TOTA COMMENCENT FORM						Secanal, New Jersy 07094	Ethal Shazin, CEQ  Ethal Shazin, CEQ  O Uthan Brazak, Inc.	ATIEST:	Notes Address: 288 Greenpoint Mail, Houttus, Texts 170.60 TEMANT: LARGE APPAREL OF TEXAS, INC. 45/4		ATTEST:  A text conjugator,  ATTEST:	By MAYA PROPERTIES INC.	LANDLORD: GPM HOUSTON PROPERTIES, LTD,	below stay, five percent (69%) courpancy. However, once and company is increased to above sixty percent (65%) company. Team shall be playing the Frack Holtmann Rand Assourt as contained in Panagopah (1) lateria. Nothing contained in the paragopah shall be derived to have any effect on Tenant's obligation to pay any other chargest as set from the Lease.  IN WITHERS WITHERSOF, The parties breets have respectively executed this Lease as of the Date of Lease, set forth above.	Tenant shall have the right to reduced tent if the occupacty of the Shopping Center falls	mindomennent of such amount shall be provided to Landlord along with Tenant's nodes of termination.
(Lichtendon Walendard Walendard (Lichtendon Grammenger Schaue	THEORIES South 10 46/8" East with the said Westerly line of Genespoint Drive, a chinance of 969-99 feet to at tran not for corner,	THEPICES in a Southerly direction with said Westerly line of Greenspoint Drive, following a curve to the right; said curve having a nation of 1950,00 feet, a seatmal angle of 19 02756 and a long deard the therm South 22 1746° East (1310 10-feet drown), an are distance of 1355,00 feet to an iron root for conner;	THENCE South 41 4914" But with maid Westerly line of Greenspoint Drive, a distance of 542.35 feet to an iron red for corner and the beginning of a curve to the right;	THENCS is a Southerly direction with the said Westerly line of Greenspoint Drive, following a curve to the left, said curve lawing a practice of 1640,00 flort, a control angle of 22 0670 and a lange chord that the an South 30 4690° East (628.22 foot chord), as are distance of 622.74 fact to m in our old for conner;	THENCE South 19 4254" East with the taid Westerly line of Occumpoint Drive, a distance of 1936 feet to an iron not for comer and the beginning of a curve to the left;	THENCE South 64 4254F Bart with the said Southerly line of Greens Road, a distance of 14.06 feet to an iron and for comer in the Westerly line of Greenspoint Drive;	THENCE in an Statectly direction with the said Southarty line of Greens Road, following a curve to the right, said curve having a rathus of 1993-101 ford, a ocumal angle of 8 2725° and a long should have bears North 65 31/44° East (288.79-foot direct), an arc distances of 289 for foot of mirrar red for corner;	THENCE Neath 61 1530" Bast with said Southerly line of Oreses Road, a distance of 144.00 feet to an iron red for countr and the beginning of a curve to the right;	THENCE is an Easterly direction with said Southerly line of Greens Rood, following a curve to the left, said curve lawing a radius of 2001.00 feet, a central angle of 22 41'13" and a long doubt data bear small 72 36'09" Bast (810.76' foot chord), an are distance of 816'08 feet to us two root for center;	THENCEs in an Exacterly direction with the said Southerly line of Ocean Road, following a curve to the belt, said curve thering a reduct of 2016, 100 feet, a control sagle of 31 15% end a long downt that bear North 31 474 Exat (1217-6) feet downd, an arc distance of 172 fof feet to point for comme and the POINT OF ENGINYER/CO of tald 156.694 access of land;	THENCE North 87 2839? East with the said Southerly line of Greens Road, a distance of 320.37 fact to an iron red and beginning of a curve to the left,	THENCE North 42 2839° East with the said Southerly line of Greens Road, a distance of 10.90 feet to an iron red;	COMMENDING as a two rook in the Seat the of Interests highway No. 45, sak two rod marked from most Westerly occurs of sak Block 2, Reserve "C" not sak cent cent being in the South only located to the South of the of Oleran Road;	A tract of land combining 116.694 acres out of Block 2. Reserve "C" Greensgate Subdivision, Secrion 1, raid Greensgate Subdivision combining 177.7961 acres of land becaused in the Plarce Sullives Survey, Advirat No.149, Earth County, Tozas, correct map of raid Greensgate Subdivision, Section 1, being a freeword in Volume 226, Page 113 of the Map Reconst Greensgate Subdivision, Section 1, being a freeword in Volume 226, Page 113 of the Map Reconst Greensgate Subdivision, Section 115.694 acres of land being fally described as follows:	DESCRIPTION OF SHOPPING CENTER LAND	באוואת יאיר.

£-CHACINADANG HEALDO, IDDC C) new common rous 2									THENCE North 11 2250° East, a distance of 382.65 fied to the PODIT OF BEODNING, containing 136.659 acres of land, more or less.	17ESAVE in a Northeanterly effection, following a curve to the left, and curve having a realists of 500 force, a central angle of 510 WH* mad a long detect that heart North 58 6844° East (44.72-feet charely, as an ordinate and 6435 feet to a print fire count;	THENCE Such 78 2710° Ess; a distance of 240 53 feet to see boared for corner;	TEENCE North 19 044" West with the said East line of Intestate Highway No. 45, a distance of 49 51 feet to an iron red for corner;	HEEN'N, B North 14 13 DB "Neet with the stand tend time of information Highway No. 43, a distance of 226 29 feet to an tron rod for contact;	DERINCE North 19 05702" West with the said East lite of Interestan Highway No. 45, a darance of 11 46.95 feet to a feet for comer,	THENCE North 24 2605" West with the said East line of Interstate Highway No. 45, a distance of 583.40 feet to an iron rod for counter;	THENCE North. 19 16/07: West with the said East line of Interriate Highway Mo. 45, a darance of 299 34 feet to an iron red for conner;	refux of 379.55 feet, a certain engle of 66 595*er, and a long closed that bears North 62 3192* West (1599.8-5-feet closed), an arc distance of 561.69 feet to the THD, concrete R.O.W. measument for concer;	18.8-8 to de to a man root comer; THENCE in a Northwesterly checken with the said North line of Baltway 8 and then the said East line of Litteratus Highwart No. 4.5, filmowing a curve to the right, said curve bring a	LIENACE South 74 OF911" West with the said North lies of Salway 8, a certain stagle of 17 1107 and a long through a curve for the 18, and curve horing a fertile of 6620 flows, a certain stagle of 17 1107 and a long through the North South 52 3971" West (198.03-500 chord), an acc distance of 198.78 foot to us two root for consult.  THENCE South 74 0391" West with the said North lies of Balway 8, a distance of	ITENCE North 88 45'99" West with the said North lize of Beltway 8, a distance of 119'29 feet to as two not for contact;	THENCE South 42 13'42" West with the said Westerly line of Greenspoint Drive, a distance of 13.22 feet to an from red for comme in the North line of Beltway 8;	
(LOTHODOWGON(A) HIND DOC; NOCK) press destinations restat	i. North 88 45 59? Week, a distance of 214 43 fixed to a point of curvature for corner; and	the of Serway's for country.  THENCS, with said north the of Beltway 8, the following 2 courses and distance:	THENCE, South 64 05'12" West, a distance of 33.56 feet to a point for corner; THENCE, South 19 05'12" West, a distance of 380.30 feet to a point on the said north	THENCE, South 70 5448" Bark, a distance of \$17.50 feet to a point for corner,	THENCE, South 19 05'12" West, a distance of 372.88 feet to a point for corner;	THENCH, North 70 5448" West, a distance of 63.00 feet to a point for comer,	THENCE, South 19 05'12" Wen, a distance of 290 88 feet to a point for corner;	THENCE, South 64 05'12" West, a distance of 597.65 feet to a point for corner,	THENCS, in a northerly direction following a curve to the diff, sidd curve having a radius of 500,000 feet, a certain apple of (9.9577 and a long doned that bear North 30, 3949." West (82.78 don't churd), and an arc deference of 82.88 feet to a point for conner,	THENCS, North 25 5448" West, a distance of 219.78 fixed to a point of curvature for corner;	radius of 150.00 feet, a central angle of 45 00°00" and a long cheet that bears North 09 2448". West (1.14.31-foot chows), an are distance of 117.81 feet to a point of imagency for connex;	ORDER; in a numberly direction, following a curve to the left, said curve lawing a	THENCE, North 1905/2" Bart, a distance of 166.75 feet to a point of curvature for	THENCE, in a northerly direction, following a ourse to the right, said curve having a rathm of \$1,000 fact, a central angle of \$7 2871: and a long downd has been North 29 391 of West (7.31. Front doubt, m are distrated on \$8.910 feet to point for counte;  West (7.31. Front doubt, m are distrated on \$8.910 feet to point for counte;	THENCE, in a westerly direction, following a curve to the right, said curve having a ratius of 47000 the face, executar single of 14 2259 was a long though that bear fixed 83 3459.  West (117.63-then thereth, an are distance of 117.94 feet to a point of impumy for commer;	THENCE, South 87 1.94°. Worf, a distance of 35.31 feet to a point of curvature for corner;	THENCE, Noch 20 46:18" Wat, win the west line of said Grompoint Drive, a dinance of 744.71 feet to the POINT OF REGINATING.	COMMENCIANO at an front red in the West line of Geomograti Drive, said front ed marking the most enterly occurred relatal Blook 2, Barren *C** and boated North ed 1972* East, a distance of 1922 feet from an iron rad in the sarch line of Bellway 8;	A tract of land combining 41.254 acres out of Block 2, Reserve *C" Greengale Subdivision, Section 1, said Cerestages Subdivision southers [17.756] acres of link Broazed in the Frence Sullivan Survey, America No. 749, Harri Compt; Tecas, correct map of said Greengage Subdivision Section 1 leving of record in Volume 226, Pap 1112 of the Map Roots of Harri County, Tecas, said 41.254 acres of land being filly described at follows:	DESCRIPTION OF LANDLORD'S STIE	EXHIBIT Act - DART 2	

д.«Пидлиманна виколосульску выколаниями гом.	LEEN'CE, NOUE 10 34'49: East, a Gustano o I. 10 128 lest to a point for corner;	THENCE, North 1905/2" Bast, a distance of 47665 feet to a point for corner,	THENCE, North 25 5440" West, a distance of 135 62 feet to a point for commer;	THENCE, North 64 95'12" East, a distance of 348.17 feet to a point for correct,	THENCE, North 64 05 (2)" Bast, a distance of 10.39 feat to a point for comer, THENCE, North 25 5448" West, a distance of 55:00 feat to a point for comer;	THENCE, North 25 S448" Word, a distance of 55.00 feet to a point for conter;	THENCE, Nexts 64 DS12" East, a distance of 176.16 feet to a point fix corner,	THENCE, North 67 1 475" East, a distance of 20.00 feet to a point for comer;	THENCE, South 21 0634" East, a direase of 109 28 feet to a point fix corner,	THENCE, North 64 0512" East, a distance of 72.99 feet to a point for corner,	THENCE, North 70 54'58" East, a datasec of 142.38 feet to a point for corner,	2. North 19 05'02" West, a distance of 360.00 fact to a point fix conner;	L. North 24 2505" West, a distance of 347.10 fact to an iron rod for occurar;	THENCE, with said east line of interests Highway No. 45, the following 2 courses and thences:	THENCE, South 64 05 12" West, a distance of 275,00 feet to a point for comer;	THENCE, North 48"5448" West, a distance of 179.00 feet to a point for conner,	THENCE, South 19 05'12" West, a distance of 303 99 that to a point for comer,	THENCE, South 25 5448" East, a distance of 179.70 feet to a point for corner,	THENCE, South 19 05'12" West, a distance of 301.54 feet to a point for conner;	THENCE, South 70 5448" West, a distance of 163 D8 feet to a point for corner,	THENCE, South 190512* West, a distance of 8.96 feet to a point for corner;	THENCE, North 70 S#48" West, a distance of 1929 I feet to a point for corner,	THENCE, North 25 S448" West, a distance of 67.89 fast to a point for contact;	THENCE, North 1905'12" East, a distance of 474.11 feet to a point for corner,	THENCE, North 25 5448" West, a distance of 20.57 feet to a point for conner,	THENCE, North 1905 12" East, a distance of 20.96 feet to a point for comer;	THENCE, North 70 S446" West, a distance of 329.00 feet to a point for corner;	THENCE, North 190512" East, a distance of 588.26 feat to a point for exerce;	THENCE, North 58 9234" West, a distance of 59.45 feet to a point for context,	an are distance of 107.31 feet to a point for comer;	<ol> <li>In a weaterly direction following a curve to the last having a radius of 662.80 fact, a central angle of 69 1635", and a long chord that been 5 outh 56 3743. "West (107.1) is foot chord.)</li> </ol>
(LATINOS WANTES EDIC; INDEC INDEC CITERIO OTREMADE PARA								TO A PROPERTY WAS A COLOR OF A SUPPLIES WITH A PARTIE WAS TO A A PROPERTY WAS A SUPPLIES OF SUPPLIES O	THENCE, South 02 4618" Bast, with said word line of Greenspoint Drive, a distance of	to an iron rod at a point of tangency for contact,	and a state of the	THUNCH in a nouthernton with easily used has not Conserved to thing for December .	THENCE, North 48 10'46" East, a distance of 12.93 feet to a point on a curve in the said west line of Greenmonist Drive, for course;	of 4565 feet, a man camera jurasculor incolorurgi, a curpre in one part, asso curpre inventig a senius of 4565 feet, a feet and angle of 15 925° mad a ling dared data bearst North 56 0759° East (120.85-foot chord), an are detente o of 121.29 feet to a point of tangency for corner,	LEISHUS, Norm of UT 12 Hast, a meanes of HUJU feet in a point of curvature in connect	TERRITOR NAME (A OCIONI DA LA	i HANGA, mai estately direction finishwale stants to menight, sand curve lawring a samus of 50.00 feet, a exercia die of 90 000°H mad a long chord that beaut North 19 05'12" East (7017)-foot chord) as an displace of 90 feet to a navier of teneral the course of the control of the feet to a navier of teneral the course of the control of the feet to a navier of teneral the course of the control of the feet to a navier of teneral the course of the control of the feet to a navier of teneral the course of the control of the feet to a navier of teneral the course of the feet to a navier of teneral the course of the feet to a navier of teneral the course of the feet to the feet to the feet to the course of the feet to the	THE PARTY OF COUNTY, AN ARE CHEMICAL OF THE PARTY OF COUNTY,	THINCE, in a mortherly direction following a curve to the right, said curve having a radius of 493.19 feet, a central angle of 16.3109 and a long thout that bears North 34 2023" West	(144.34-лок своец), ап агу опявлю от (43.36 гож го в розп от гууство случатье гос сопъет,	of 493.19 for, a central augle of 16.51109" and a long cheft that bears North 34.2023" West	country.	THENCE, North 25 5448" West, a distance of 220,000 feet to a point of curvature for	THENCE, North 64 05'12" Bast, a distance of 597.50 feet to a point for corner,	THENCE, South 25 5448" East, a distance of 255.84 feet to a point for corner,	THENCE, South 19 05'12" West, a distance of 56.57 feet to a point for conner;	THENCE, South 70 5448" East, a distance of 29695 feet to a point for corner,	THENCE, South 19 05'12" West, a distance of 441.00 feet to a point for corner,	THENCH, South 70 5448" East, a distance of 36.77 feet to a point for connec,	THENCE, South 19 05'12" West, a distance of 220.85 feet to a point for comer,	THENCE, North 64 05'12" East, a distance of 36607 feet to a point for corner;

In order to insure an orderly and eschatically coordinated storefront and design and to tissure that storefront and signing requirements are understood by trausis, their respective contractors and fabricators, reference should be made to the store design criteria ("Store Design Orbaria"). ESPECIALES IN THE EXHIBIT '85' TO TENANT'S WORK AS DEPOSED IN THE EXHIBIT'S TO TENANT SWORK (3) Enclosed Mail ("Enclosed Mail") coilings of various heights, but not less that twelve feet-six inches (126") at the stare-front line. The work described in Section B will be performed by Tenant at Tenant's expense and shall be completed in accordance with Tenant's Final Plans, as defined in <u>Enthit "B."</u> Section D.4, as approved by Landbord. This <u>Exhibit. The describes</u> the obligations of the Landlack and the Texast for the design and contraction of fin Premises. Exhibit can used in this Exhibit which is defined in the main body of the Lause shall have the same meaning when used herein. ZCTION A: LANDLORD'S FACILITIES IN THE BUILDING AT THE CENTER IN WHICH THE PREMISE'S ARE LOCATED ("LANDLORD'S BUILDING"). Landhord and Tenari lavo a common intensi to opening the Prosises on the homenocoment Data. To this end, banklord will coordinate its work with the Tenari's work trofar at the stabelih and predicts construction practice will allow. Ner-combustible, unfinished, mesonry partitions between the Premisrs and any rvice corridors; unfinished pre-east concrete parels at exterior well, where applicable. Demissing stritten between means; premisrs will be metal and a without drywall. (7) The Chimato Centrolled Enclosed Mall, which may include without limitation courts, cache and public couridors, climate controlled, landscaping, seating, decorative treatment, areas promotional features, and structures leased for retail sales. 3 ε છ (4) Instituted, built-up roofing to provide a U factor of not more than .15. 3 (10) Egges Doors The work described in Section C will be performed by Landlord at I mant's expense. Exits from the Enclosed Mall to the exterior in accordance with the requirements of Demising Partitions Public toilet facilities and public pay telephones. Public area floors of concrete with special finishes in various areas. A non-combustible structure including columns, girders, beams, joints, roof deck, and floors. DESCRIPTION OF TENANT'S WORK AND WORK TO BE FERFORMED BY LANDLORD IN THE FREMISES A store with storifout and vigining will be designed and intailed by Tenard in accordance with the Store Design Criteria, the Lease Online Drawing, the First 18 are a approved in writing by Leadorst and the requirements of the jurisdational submirities. Storefast construction must central from the first side to the interioration formular storp at the intensit on and Criterion must control the charge of the side of the story of the Egress doors, if any, from the Premises shall be provided with thich bot hardware only. Door will be brend to accept dead bot hardware. The location of any such agress doors will be relicated on the Lane Ondine Dermap. Such agress doors shall not include outsomer travelbant doors since they are the responsibility of Tenant. Traint shall commence Tenant's Work and differently and continually proceed to complete the Proxises in accordance with the approved Final Plant and permit Landford to commence the Work procided in Section C:

[Commonwealth and Description of the American Commonwealth and Description of the Proximent Plant Commonwealth and Descr To the estant that any torn of Teaser's Work is in place upon delivery of possession of the Premises to Teaser and it is complicate with all requirements of the jurisdictional authorities and the provisions of the Lease, Teaser thall not be required, as between Leadlord and Teaser, to replace or recomment such Work. Transis must distriby scraep for and process at Transis's expense 31 state and local building plumbing obstrain and company permit required in connection with the connection of its Premise. All construction must be in accordance with the BOCA basic Building Code 1978 Edition and semiciment, as alopsed by Harri Coomy, Tean, NFTA Life Safety Code 101 and other codes as required. Although an electric meter will be available to Tearst, Tears thall be reported to contacting an electricity provider and opening an account with such provider in Tears's name and having about provider connect such make as necessary for the provision of such service. Landlard thall provide all water and sanitary connections stubbed in as indicated on the Lease Outline Drawing, with restrooms to code Landlard shall provide the Premises with an HVAC System of a minimum of fourteen (14) tens. An electric meter will be installed for the Premises. SECTION B: WORK BY TENANT IN PREMISES If required by code, a sprinkler system will be installed within the Premises in economics with the requirements of the juristictional authorities and the Landbord's insurance All work by Tenant in the Premises will be performed by contractors selected by Tenan approved in advance by Landford. (15) Floor (16) Utility Meter (14) Interior Partitions (13) Sprinklers (12) Water Service Landlord shall remove interior partitions in the Premises

- The requirements for roof openings described in Section C hereof
- All fluorescent lighting should have High Power Factor Ballast.

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- Mais disconnect in Lockent's thirty Stoom shall be but what friend breider type but plag, compaished well. Lockent's breaches, interrupting siting of mais disconnect shall be approved by Lockent parts to purchase by Tozart. No apputentance and in business to the interior with, careful was not or not of the Lockent's Distillaring without Lockent's written approved.
- Current transformers and motor bases shall be:
- Service conductors must be copper throughout the Premises.

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- 200 Amp service and under Milbank U-7421, 7 JAW, complete with closure plates and manual by-pass.
- Service conductors from Landlord's Uffilty Room to Fremises and throughout the Premises shall be copper. Over 200 Amp service - CT's in approved enclosure, Milbank S-7545, 13 IAW, complete with closure plates and manual by pass.
- No apputenance shall be affired to the extretor wall or roof of the Lundlard's Baiding without Lundlard's written approval. Background music systems shall require Lacilard's written approval and shall not be auchible outside the Premises.

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# Texast must secure a certificate of occupancy from the jurisdictional authorities in sufficient time to allow Texast to open the Fremises in accordance with the opening requisements of this Lease and will deliver a copy of the certificate to the Landlord. (14) Tenant's Obligation

(13) Cartificate of Occurancy

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INTENTIONALLY DELETED!

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### (15) Discipline

Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.

# (16) Character of Employees

Teamt shall not compley say suffs person or sayone not skilled in the work to it sectioning, or any workman that it is incompatible with the balance of the work force or who will make, or whose presence will cause, labor disputes or work trippage.

### (17) Clean Up

Tenant shall maintain the Premises in a clean and orderly condition during construction and merchandrismy. Tenant shall promptly remove at least once a day all mused Corpsonorecoeffections DOC(1807) and Section 1807.

construction materials, sequenant, chipping containent, packaging, choix and flarmable wates from the Center. Transit shall contain all contraction materials, equipment, flatunes, merchandries, shipping containers and clockes within the Frantiers. Melli, courts, areales, public contributs, service containers and the contribute of the Landont's Building shall be clear of Transit's equipment, merchandries, fromter or thing, and clotter at all times. That strage within the Parmires shall be confined to covered meal containers.

### (18) As-Buit Plans

Which thisp: (20) days the completin of Tenart's Work Tenar that founds to Landerd a complete set of which he to the Northern prepared from Tenar that it fined been complete set of whething has the Northern prepared from Tenar it fined to the Additional Landerd may obtain such that which has the Additional Landerd may obtain an additional to the observable of tenar it could be a such as the Additional Production of the Additional Research and the Additional Production of the Additional Research and th

# SECTION C: WORK BY LANDLORD IN FREMISES AT TENANT'S EXPENSE

# (1) INTENTIONALLY DELETEDI

# (2) Temperary Storefront

Leddard has provided (or will provide) a temporary startford in that of the Premiers. This startform shall result in force of the Frenches during Resert's communities the start of the Frenches of the Premiers of continuents in the Cherge, and to present as startfer on the Premiers for customers to the Cherge, and to present as startfered preparation charge, if causer's construction period. Any lettering, leges, spange, or other visual material which I cause directive to place upon the temporary described in advance to Lendard for written approach, which may be given or webside, the Landsord to a distruction. Any changes, additions or delected to temporary storeferming spains shall similarly require Landsord in prior written approach. Treast the langs Landsord for such temporary storeferm as amount equal to Twenty-Free Deliter (25.50) per Lineal Foot.

If it added has not stabled tomproxy intendent as contemplated beets as of the date of the execution of this Lean, Treater any request promission from Leadherd to have Transft outcompto contract occurrent, the emproxy sendings to bardade to the Leadherd to particular to the compact of the c A such free at l'aust commence controller of the premannel storiest, the improvery derived betterake may be mond to the Euclisch Mail with additional inside moderate to be controlled by found's controller at l'aust's oppose. The distance has the betterake may be moved the the Euclisch Mail mat be approved by Landell's mail manager to the controller of the moderate at the trade of the controller of controller of the trade of the tr

It shall be Tenant's responsibility to remove the temporary bericade after the completion of Tenant's commercion. However, fement shall not tempore and temporary buricade without price witten approved from Landont, If Tenant remover, shall then partially or completely, the temporary bericade without Landon's price written approved. Tenant shall be required to price in the state of the second polaries (\$1,000.09) as additional Rent and shall be required to reconstituted the barricade of Tenant's exposure.

# (3) INTENTIONALLY DELETED!

### (4) Payers

A marite apply of building standard power is available for preclase from Landkord for use as finished floor material between the staneform lease line and Tenant's staneform closure. Tenant may use compatible, similar pawers of equal or better quality subject to Landkord's prior wratten approval.

### (5) Additional Work

Lydpubbiyaasisaasissa DOC,16DCC) mee

If the during of the Premises or anything therein necessitates any or all of the following, Landbord at its to be option shall perform natal work at Tenant's expense, but before proceeding therewish Landbord shall give Tenant not less than inn (10) days notice of the need for each work; if Tenant does not eliminate the need therefore within such that and to notice Landbord thall proceed with such therefore complete such work, the cost to Tenant of neck work Landbord thall proceed with such tenants complete such work, the cost to Tenant of neck work shall be Landbord's exhall cost, plus fifteen percent (19%) thereof for administration costs:

- **E** Electrical Service. Electrical conduit larger than installed size; relocation of conduit.
- Additional sanitary sewer connection; relocation of sanitary sewer inverts
- lucease in permitted number of sprinkler heads. Landord may refuse to allow additional sprinkler heads in the event such additional heads may contribute to exceeding the capacity of the sprinkler system.
- Any not openings approved by Landhord. Such openings will include supporting structures, cuts, fashings, ducts, waste and guiller. Landhord may refuse any openings which, in Landhord's judgment, exceed the capability of the structural system. Openings in demixing partitions, provided such openings have been approved by the Landlord in writing.
- Any Tenari equipment that requires mounting on the roof or the enteries will.

  Landbord may refuse the intallation of any roof or wall mounted equipment if,

  in Landbord's printing the appearance of such equipment would be decrimental
  to the appearance of the Landbord's Building.

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In the sees the Team is notified of any violation of codes, exhauster, regulation, requirement or guideline, deliver by the justicitional autorities to the late that the control of the Landsend, Teams thall, at its expense, accrete analysis observed within tea (10) calendar days, accreted reads violations whith tea (10) calendar days, Landshort laway correct such violations at Landshort to seas a cost plus filtered present (13%) thread for elementation costs. Such corrections with the all leasest of expenses.

ECTION D PROCEDURE

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Landhord's Forest Coordinator will be responsible for coordination and review of Tomast' Delayin Drawleys (as hereinathe defined) and Faul Plant. All questions prestaining to the design and construction of Forest's Promises and all plan submittals shall be directed to the Tomast Coordinator at the Center.

Lease Outline Drawing

 $\mathfrak{B}$ 

Landhold shall famish to Feaset a drawing of the Penniste to (the type commonly known as a lease outline drawing (tercin nometima referred to as the Tasas Outline Drawing or the "LOD", The LOD will be proposed by Landhold's spatient at a scale of (if wine equal I find and well show the dimensions and square though of the Pennistes in addition, the LOD will have personal to the sprawing free personal continuity and the best of the Section of the Sprawing fewer, water thus, and opinion of carry of other Landhold supplied norther, and will inside an elevation of the structure of the Section of the Sect

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Tenant Coordinator

Trace that notice that Tenant Coordinate for Landar's approval two (2) sets of prints and one (1) upin of the design densings (neeth called "Design Distrategy") postdistilly including a colored materiag of the proposed storcious, signage, a sample of materials to be proposed storcious, and the sample of materials to be proposed and executive over the Storce best, in Cortical and which gaves (1) of the proposed color to the storce best, in Cortical and which gaves (2) of the proposed color to the storce best (2) of the proposed (3) of the proposed (3) of the proposed (4) of the pr Final Plans

Upon recipi of mathed up Design Dessings, Tonant thall promptly, within lithry (30) days, notimit to the Innant Coordinate the London's approval times (3) test of front and one (1) spin of the final working energy and specification (Fran Furna') for excitoscum, electrical, mechanical, praidle, and planning weak within the Frontiess and all other work required to be professored by Tanat or prunation Egalikaling. The Final Finan will be represent accordance with the Design Deswings a marked "approved" by Landoni; (if the Design Deswings are marked "approved" by Landoni; the Final Finan will incorporate any provision to the Design Deswings required to satisfy Landoni; the final Finan will incorporate any provision to the Design Deswings; required to satisfy Landoni; they are marked design of the State Pinal Final, proposed; if they are marked cluster than the Final Final, provided will be provided the satisfy and Final Final, corract any deficiencies and the Landonic during the concreted Final Finan to Landonic Times if Work shall be performed only in accordance with the Final Fina, a approved by Landonic and it is accordance with the Final Fina, a approved by Landonic and in a accordance with the Final Fina, a approved by Landonic

(5) Delivery of Premises; Commencement of Tenant's Work

Ludded will give feature ofte when the Pennisus have been or will be sufficiently completed to pennis Transfe? Work to begin. Transt will incorpor notify the Transfe Coordinates of the date of which Teastfe Courteder transfe to commence construction and that the or which Teastfe Pennisus to the transfe Transfer Transfer to commence work, the Teastf Coordinates will deliver persention of the Pennisus.

Tract will common Team's Work and proceed disputely and continuously to completion hashing instantance framer's Work and proceed the Permitter. Everling Team will present Leadled to commons or continue (if Landled has alwesty commonsed) he work specified to Edible III. Section C. Neider Landled that alwesty commonsed he work specified to Edible III. Section C. Neider Landled on the service continuously increase and the section of the sec

ම Certificate of Occupancy

Transf must seture a certificate of company from the jurisdictional subnicises in militaient time to allow Transf to open the Premiser is accordance with the opening requirements of this Lease and shall deliver a only of the certificate to the Transf Coordinater.

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Lardnet's Work is bristed to that required of Lardnet by this <u>Exhibit</u> Ty- and Frant tail in equired to make all improvements to the Premiers is accordance with Trans't Frant Plant (as approved by Landbord) accept them which Landbord is specifically required to make becoming:

(8) Tenent's Insurance

Trace this is specified in the commence any subcontractor to commence any work until all required insurance has been obtained and conflicted evidenting such coverage have been oblived to classified. Teams full secure, by the not maintain or sauso Teams's contractor to secure, pay for and maintain during the performance of Teams's Work the

following incurrency, which shall be netered in all policies to include Landbord's managing agent for the Context, and any designess of Landbord as additional instruct parties and which shall provide in all policies that anothered shall be given ten (10) days' price written motor of any abtraction or termination of coverage. 9 A superintendent shall be on the Premises during the Construction Period. This Lease and this <u>Exhibit "B!"</u> shall become a part of the contract between the femant and its contractor, subcontractors and architects. 3 (a) Bodby Injury and Property Damago lanusance providing coverage for exploring, collapse and underground exposures and contractual liability coverage. Such insurance shall be provided in the following mixinum amounts: Owner's Protective Liability Internace intenting I traint against any and all liability on third parties for durange because of boodly injury, including death resulting therefrom, property durange to observe a constitution interest which may active from work from the completion of the Fermises and any other liability for duranges with of Internate of Contraders are required to immens against under any provisions herein. Said insurance shall be provided in the following minimum amounts:

25,000,000 each occurrence;

25,000,000 each occurrence; Boulder's Bic Completed Value Form Affording "All Bicks of Physical Lets or Damage" on Towart's Work in the Promises as it relets to the Building in which the Promises are bested, naming the histories of Landlard and its agent and employees and Toward's Contractors, as their espectric interest may appear, within a radius of one hundred (100) fiest the Practices. The incurance required under (s) and (b) shall incure Tenant's contrader against my and all olatuse for personal tillury's shadding death reading therefore, and damage for property of Genter, arising from appealsions under contracts whether each operations are performed by Tenant's Contractors or by argued effectly or understoy are property of the my of them, as by surpose for whose sects any of them may be highe. Comprehensive Automobile Liability Insurance including the ownership, maintenance and operation of any automotive equipment owned, hired or non-owned, including the loading and unloading thereof, in the following minimum Bodily Injury Liability - \$2,000,000 each accident
Property Damage Liability - \$2,000,000 each accident Bodily injury Liability - \$2,000,000 each occurrence; - \$2,000,000 agregate
Property Damage Liability - \$2,000,000 agregate
- \$2,000,000 agregate
Personal injury Liability - \$2,000,000 agregate Property Damage Liability - \$2,000,000 each occurrence; . \$2,000,000 aggregate \$2,000,000 each occurrence;
 \$2,000,000 aggregate Ġ 3 3 (2) DELIVERES. Furniture, inventory and all other deliveries may be brought into the Center only it frame and in the numer designated by Leadwal, in compliance with all laws, and always it Team's risk risk. Leadwall will be considered to recommend the first the first team of a proper is to weight on weight of the group narrow or compliance with this Leas or applicable Laws. Toursaid an or rightly the least, looking and to rick case at the Center shall be subject to stocking by Leadwall. Tenant shall not take or pormit to be stated in or cast of other extractes or exhibit. Leadout otherwise requires to be kine, in or out through nervice does not on freight obswear. Tenant shall move all throughts, apply the device at dotte from as soon as received directly to the Premises. Any hand eart used at the Center shall have nother whealth and state parts. In so, dotte marked handling equipment any be brought upon the Center except, as Lendurct shall approve in writing in advance. (1) COMMONATES. Tenust shall not use the Common Arms, including wear selected to the Promises, the any purpose other than degree and agent, and any such use threes fash to subject to the other provisions of this Last, including free Blatts. Without having the agencialty of the drespoint, of the Last, including free Blatts. Without having the generality of the drespoint, of must shall not use the Common Arms to convent, solicit business or information from, or distribute on yearlies or must in any passagency, indexed, out, conclusio, thereps, contract, at slowest, hipping arms, or other seas curicles on Fermient. Jestical closted, triffyed others, despined to sites, from other seas curicles on Fermient. Jestical closted, triffyed others, therefore descent, the other contractes, agents, employees, or other parties without Lendon't spile with the contracters, agents, employees, or other parties without Lendon't spile with the contracters. EXECUTED. Treast shall at Transfit sols cost and expense, extern the Premision at the statement of a least operately or as I andhood may direct and a und their internals as Leadlord may program. If Found fails to internals as the Premision the Premision of the Statement of the Continue of the Premision in the Continue with this prograph, Landhood may arrange for past control (in which have not a Landhood may fairly and Premision in Statement to Landhood may fairly and extensively termine to Landhood may fairly and statements to Landhood may fairly and the America, of Landhood may fairly made dataspis in Control Expensely. I Cannot and Ill provides the Control of Control Sizeta-Mu Deng-AY Wagazins. Traust shall not jake say tigur or done thing of my kind outside the Premisse, formaling whom the instruction, cortein a sails and moly or on the interior or exercise arches of glass prace or done, scrept such simple sign at automat shall expensely spynes in which give act connection who Timent a conscient. Which no Premisse, Tomas shall not (i) intend any sign that selection my product, (ii) intell any Size Montanges. If Landsord steads or has been done tearland a supervised for specialize and/or alone grown for the processing of the County Chant shall by 19 count's Propertionate Shere of the cont deversed for such other later or Landshord may fairly and treatmaily determine) to Landshord on to before the first stay of each schooler month in streams, or Landshord may braidly the other to Count Experies. Table All perhap, refeat, trach and other wants shall be kept in the kind of combine, placed in the same and places and proposed for collection in the manner and of the internal places are preferred by Landbook subject to Article 26 respecting Examples Mercaria. If Landbook designates a service to place the present from the Manner to the Landbook collection of the same at from the All proposed to the present the same at the same at the control of the Landbook collection of the collection of th

regarded to the control of the contr

- DEMAY OF MERCHANISE. Tenant shall not place or maintain any permutant or temporary futures or item or display my permutant (or compared futures include the Francise, of the copy is synthese include the Francise, of fact of my contained (except in any permutant of the future of the
- ROOF ANNANCS AND PRODUCTION. To not thail not install may serial, mintone, smellist off or may other device on the not, exterial walls or Comman Area of the Center. Tenast may install and have access to roofing FIAC equipment only to the extent approved or required by Landzor from time to time in connection with Tenast's obligations under Archite 12 of that Lane. No wraining or their projection shall be suched by or for Tenast to the exterior walls of the Premises or the building of which it is a part. Z.LORGEL/ZUTMERT. The rolled cours, urfull, wash lovels, drain and severs and other plushing finance, equipment and that with lot be mainted or und fit are yempon other to an that for which they were constructed and in foreign abstance of any lind whatsoever that lee formers therein, and I trains shall properly install, maintain, clean, repair and replace-adequate greas traps.
- OTRIGORISTACOS. Totast dollast overbad any floor or part fuered in the Premiss or Cotar indusing any public conducts or develope fueres, and Leadined may fuere and control this boation of state, waits and all other heavy actions and require supplementary supports of such material and elementary and other states and extensive the property of architect the weight at Tenant's expense (including superses for structural review and originatority).
- ) <u>DIMATERADED PRIMERS</u>. Before leaving the Premines unatmoted, For ant shall close and accuracy book all doctor or other means of entry to the Frantises and shall off all off controls possible the production of the Controls and the control of th LOCKLAND KRYS. Upon termination of the Lease or Tenset's right to postersion, Fount that: (i) return to Leadhord all keys, persion; nickers or key carets, and find be overand foliat of any such threats that lipsy Leadhord therefor, and (fin) advise Leadhord as to the combination of any walth or books that Leadhord permits to remain in the Frenties.
- <u>Both OY CONSTRUCTON.</u> Subject to Rule (5) concerning illumination, Tenars shall not water electricity, water, host or six conditioning, or other utilities or services, and agrees to

LAGOR ELAZIDAS. Transit shall condust its later relations and relations with employees to a to provide filter, platefulls, and blooperst of, our are bound to Premister of centre. If any amployees ethic, or it Prichet filter to broycast or other whith sub-riches objectionable to an include the entire filter. It is employee, appear, to the construction and transies or counts to be tensored at such michigate, appear, to be breaked, and the provides the Premister and Lemone or counts to be tensored at such employees, appear, to be the content, and anomalization can the despear to be tensored at such employees, appear, to construct, said absorptions appear to be the content. ORNEL-DIT. OF BIXDNESS SALES AND AUCTIONS. Touast shall not use, or permit my other pury to use, the Frenties for my distrest, fire, baskurptor, clust-out, "lact our lease" or gring-out-of-business sale or audion. Touast shall not diplay any organ advertising the foregoing unywhere in or about the Frenties. This probhistion thall also apply to Touas's creditors.

LANDIGED'S TRADENANT AND TRADENALES. No symbol, design, name, mark or insignis adopted by Landlord for the Center or picture or Tkmess of the Center thall be used by I can written that the prior written consent of Landlord, except as provided in Article 9 of this

(18) Engineering ACTIVITIES. Trauer shall entrie (i) use strobe or flashing lights in or on the breasties or its any signs streets; (ii) use, still or distribute any halfest, handfish, temper richars; due to distribute any halfest, handfish, temper richars; due to distribute any halfest, handfish, temper richars; due to the control, (iii) operate out by landing and ment and the other floration of the Control, (iii) operate out belanding interment or everyto to fine to be its and custified the Terminas; (iv) operate any helicitude or other device which interfrees with the superate richs, inclination, management, of the grant proper from the company of a binding party of or their minal, if the rich is the Control, (iv) make or point objectionable incite; by freeded or done to device which the framinas or any outpraint energy the same, (vi) due to permit anything in or soon the Permits of that is unleveled, immural, doctors, pornographic, or which mode to create or materials a minimate or of the control, or the control of the Control, (vi) us or permit upon the Permits anything start violate the confinence of decopancy insend for the Permitses or the Contro, or course a causalist and Landing to the substance of course, and the control of the control of the control of the undervoter). (iv) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter). (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter). (vi) us the Permitses of the control of the undervoter), (vi) us the Permitses of the control of the undervoter). (vi) us the Permitses of the undervoter), (vi) us the Permitses of the undervoter), (vi) us the Permitses of the unde

LANGERS Teams and Teams's employees tablighed their can only in those portions of the parking area, designance by Landback (or must not omployee parking and shall use an any fee parking and (or Landback) or given. Landback may require the say or at most omployee parking feet by Landback (or their landback and or the say of the s

ф. Серманиямия воздаба, паласту вым силиненания нами.			limitation, a pasking system with charges favoring capposing for transit and their employees, and any other pasking system by relation, matering or otherwise, (ii) astip specific spaces, and exerce space for small cast, handschapped individuals, and other transits, cationare of transits or other parties (out Touris and its responsible fail size and any other inges otherwise or supervision or may enth assigned or reserved spaces) and (iii) metale or any applicable Laws, Landschaf may; (i) refuse to permit the volution of these provisions or and any; (ii) refuse to permit the volution of these provisions are supported and the size of any volution from the Contra without liability whetevers; a such evolution that are express sudice; (i) charge Teams under the start at Landsch may from time to refer the such volutions; which shall be a Landsch or time establish for such size that is parked in volutions of these Railes. These providers risk much live in a series of the size of the series and careful such as the provider and the size of the series of the size of t
(CASPOSIVOM NASS SA DOC) (OCC) INSIG CARBORDER DAM	2006	by and between  GPM HOUSTON PROPERTIES, LTD  By and derough its agent  TRIYAR CANNON GROUP  "Landlord"  and  Large Apparel of Texas, Inc. abba Ashley Stewart  Tenant"	SVALI NOLSROH TIVM LUCASNERRE SVALI NOLSROH TIVM LUCASNERRE