


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: UBI LIQUIDATING CORP.		Case Number: 10-13005
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): GPM HOUSTON PROPERTIES, LTD.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Jeff Carruth WEYCER, KAPLAN, PULASKI & ZUBER, P.C. 3030 Matlock Rd., Ste. 201 Arlington, TX 76015 (817) 795-5046, Fax: (866) 666-5322 E-mail: jcarruth@wkpz.com		
Name and address where payment should be sent (if different from above): GPM HOUSTON PROPERTIES, LTD. Attn. Mr. Carl Esser 208 Greenspoint Mall Houston, TX 77060		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or
1. Amount of Claim as of Date Case Filed: \$ See itemization, Page 2 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. See itemization of claim on page 2.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,275*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(2). Amount entitled to priority: See itemization, Page 2. *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: All amounts due and unpaid under Lease, Exhibit A. (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <i>Landlord's lien pursuant to the Lease, Exhibit A, and/or Chapter 54 of the Texas Property Code.</i> Value of Property: <i>To be determined.</i> Annual Interest Rate: _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____		
Amount of Secured Claim: Not less than \$ To be determined / See itemization, Page 2. Amount Unsecured: _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 1/22/11	Jeff Carruth, WEYCER, KAPLAN, PULASKI & ZUBER, P.C., Attorneys for Creditor	
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		FOR COURT USE ONLY Urban Brands  00629

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.

Itemization of claim:

All amounts due and owing under the Lease, Exhibit A, as of the Petition Date, September 21, 2010. \$ To be determined.

All amounts due and owing under the Lease, Exhibit A, arising subsequent to the Petition Date, September 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.

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.

Exhibit A – 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.

GREENPOINT MALL, HOUSTON, TEXAS
SHOPPING CENTER LEASE

by and between

GPM HOUSTON PROPERTIES, LTD

By and through its agent
TRIVAR CANNON GROUP

"Landlord"

and

Large Apparel of Texas, Inc. d/b/a Ashley Stewart

Tenant

2006

[illegible]

THIS LEASE made as of the _____ day of January, 2006 between GPM HOUSTON PROPERTIES, LTT. ("Landlord"), a Texas Limited Partnership, having a place of business at 10850 Wilshire Blvd., STE 1035, Los Angeles, CA 90024 and Large Apparel of Texas, Inc., d/b/a Aubrey Stewart ("Tenant"), whose principal place of business is located at c/o Urban Brands, Inc., 100 Metro Way, Secaucus, NJ 07094.

1. BASIC LEASE PROVISIONS

Office Address:

c/o Urban Brads, Inc.
100 Metro Way
Secaucus, NJ 07094

Greenpoint Mall that is more particularly described on Exhibit "A-1" attached hereto and by this reference made a part hereof.

208 Greenpoint Mall
Houston, TX 77060

consisting of approximately 3,411 rentable square feet, the approximate location of which is shown cross-hatched on Exhibit "A" hereto. (See P. 2)

first lease year shall be the period of time from the Commencement Date through July 31; each lease year thereafter shall be a successive period of twelve (12) calendar months beginning on August 1, and expiring on July 31 (hereinafter referred to as "Lease Year").

after spending \$2.5 million, which is 100 times more than would have been needed for a normal delivery, future installation and a planned market program. Delays in delivering the Premises in Teantit will cause Teantit financial harm, therefore, London that pay to Teantit two hundred dollars (\$200.00) per day in rental abatement for each day that delivery of Premises exceeds March 1, 2006.

appeals for the end of pre-oppression construction, or the date upon which Tarnat opens the Promises for business to its public, whatever shall first occur. *Proclaiming*, *inspiring*, *heaven* to the contrary, if this *Lease* is duly executed no later than January 25, 2006, then it shall serve (60) day built out period ends (1) between May 2 through August 1, then Tarnat shall not

(4) $\text{N}(\text{CH}_3)_2$, $\text{N}(\text{C}_2\text{H}_5)_2$, $\text{N}(\text{C}_3\text{H}_7)_2$, $\text{N}(\text{C}_4\text{H}_9)_2$, $\text{N}(\text{C}_6\text{H}_{13})_2$, and $\text{N}(\text{C}_8\text{H}_{17})_2$ were obtained from Aldrich.

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be required to open or pay rent until August 2 of that year or (ii) between October 15 through March 1, Tenant shall not be required to open or pay rent until March 2 of that year. However, if Tenant opens during either of the time periods listed in (i) or (ii) above, Tenant shall pay Rent in accordance with this Lease.

AL. FURNISHED USE
JUL 1 1964
sale

the sale of women's clothing, including accessories, the incidental sale of shoes and other related items customarily sold in typical Ashley Stewart stores and for no other use or purpose whatsoever.

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<u>Start Period</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
Commencement Date through July 31, 2006	Abated	—
August 1, 2006 through July 31, 2011	\$6,537.75	\$78,453.00
August 1, 2011 through July 31, 2016	\$7,106.25	\$85,275.00

Period

Commencement Date through July 31, 2006	Amount
August 1, 2006 through July 31, 2011	Three (3) percent of Gross Sales exceeding a Minimum Breakpoint of \$2,615,100.00
August 1, 2011 through July 31, 2016	Three (3) percent of Gross Sales

Provisions of Breakpoints for Partial Lease Years, and provisions for Lease Years containing two different Breakpoints for different periods, shall be as described in Par. 7

I. Initial Retained.

Operating Code:	\$5.35 pnf (See Par. 35)
Taxes:	\$1.50 pnf (See Par. 33)

N. **Modis Fund:**

Position Fund Change:	N/A
	N/A

P. Water Change:

Relier Main Charge:	N/A
	\$30.00 per month (See Par. 32(c))

R. Security Deposit:

\$0.25 pnf (See Par. 32f)
N/A (See Par. 15)

T. HVAC:

	N/A	N/A
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(L. VERNIERI) 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674,

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(i) This Lease must be in full force and effect and Tenant must not be in default hereunder beyond any applicable notice and cure periods.

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(d) The authors acknowledge that the Landmark trial made available to all attorneys' offices for "Trial's Inspection, review and copying an extensive survey of the Premises (a Landmark Survey)." The purpose of said Landmark Survey is to indicate the presence or absence of asbestos-containing materials, as the Premises. In addition, the authors acknowledge that Landmark has received copies of the Landmark Survey from all attorneys' offices. The authors are not aware of any other attorneys' offices containing materials at such other premises. Copies of all of the Landmark Survey are available at Landmark's Office at the Center for review and copying by Trial attorneys request. However, the authors are not aware of any other attorneys' offices having access to the Landmark Survey. Beyond those already implemented by Landmark based on the present level of concern of said attorneys' offices, the authors are not aware of any other attorneys' offices having access to the Landmark Survey at said level or concern are presently at the U.S. Environmental Protection Agency.

[illegible]

26. **CANCELLATION AND REFUND:** Tenant shall not grant any cancellation or license except upon a written contract and except for the operations in the Under this Lease, or major improvements of the business permitted to be conducted by Tenant under this Lease, provided, however, that each cancellation or license shall be subject to the following condition:

(a) each such cancellation or license shall be subject to all of the terms and provisions of this Lease including provisions concerning statements, reports and audits.

(c) the business to be operated by such concessionsaires or licensees shall occupy, in total, no more than 25% of the sales area of the Premises; and

[4] [L. K. P. 2001] W004 94.15 99.26 Doc1 (SLOC) press 0221840007 P01M

28. **ASSIGNMENT AND SUBLETTING:** (a) Tenant may sublet the Premises in part or in its

(b) A request for Lessor's consent to a subletting or an assignment shall be deemed

(c) Other than the foregoing permitted assignment or subletting, Tenant shall not voluntarily, involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant therein, in whole or in part, nor sublet the whole or any part of the Premises or permit the Premises or any part thereof to be used or occupied by others. Any attempt to encumber, assign the Lease or permit the Premises not in compliance with the provisions of this Paragraph shall be void and of no force and effect.

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(c) Notwithstanding anything herein to the contrary, Tenant may assign or sublet this

29. **REPAIRS:** (a) Landlord shall not be required to make any repairs or improvements of any

(b) Subject to the provisions of subparagraph (a) of this Paragraph 2.9, Tenant agrees,

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[illegible][illegible]

(f) "Repairs," as used in this Paragraph, shall mean all repairs, replacements, alterations, additions, improvements and betterments. "Maintenance" or "maintenance," as used in this Paragraph 29, shall include appropriate heating, cooling, inspection, drainage, insulation and cleaning or cleansing of all portions of the Premises, including all lines and pipes, as appropriate.

(a) The contractor shall enter into a service-level agreement with the public maintenance, service, repair and replacement (for example, without limitation, regular cleaning, the hot replacement, etc.) to the heating, ventilating and air conditioning ("HVAC") equipment serving the Promenade, and shall provide, at least, a copy of such service-level agreement within thirty (30) days after request together with reasonably evidence of the performance of such repair. See also as Transit states that no other critical service repair sponsored for this HVAC equipment and can provide reasonably evidence of the performance of such repair. The contractor shall provide the service-level agreement, including the required maintenance, service, repair and replacement. Labeled shall be HVAC equipment for a period of twelve (12) months from the Delivery Date.

[illegible][illegible][illegible]

(b) Landlord shall not be responsible for providing any meters or other devices for the measurement of utilities supplied to the Premises, except as set forth in Exhibit B. Tenant shall make application for and arrange for the installation of all such meters or other devices that measurement of utilities is required for and promptly pay, when due and payable, all charges for Tenant that be solely responsible for and promptly pay, when due and payable, all charges for water, sewer, electricity, telephone and any other utility used or consumed in the Premises.

(c) Should Landlord elect to be required to apply any utility services used or consumed in the Premises, Tenant agrees to reimburse Landlord for the same at a cost not to exceed the actual cost of such services. Landlord shall be required to provide a written statement of the actual cost of such services to Tenant for the preceding calendar year. In the event of any dispute, Tenant shall pay the bill for all such utilities furnished for the Premises in accordance with Landlord's billing, and such payment shall not constitute Tenant's position. If the statement is determined by a third party, by agreement or otherwise, Landlord shall refund the overpayment to Tenant. Any bill or statement shall be binding and conclusive as to Tenant if Tenant fails to object thereto in writing (within the reasons thereof) within sixty (60) days of receipt of such bill or statement. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be correct and proper and the bill or statement is not paid by Tenant within the time specified in the bill or statement, then the bill or statement shall be deemed to be correct and proper and the bill or statement shall be binding and conclusive as to Tenant. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be incorrect and improper, then the bill or statement shall be deemed to be incorrect and improper and the bill or statement shall be binding and conclusive as to Tenant. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be correct and proper and the bill or statement is not paid by Tenant within the time specified in the bill or statement, then the bill or statement shall be deemed to be correct and proper and the bill or statement shall be binding and conclusive as to Tenant. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be incorrect and improper, then the bill or statement shall be deemed to be incorrect and improper and the bill or statement shall be binding and conclusive as to Tenant. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be correct and proper and the bill or statement is not paid by Tenant within the time specified in the bill or statement, then the bill or statement shall be deemed to be correct and proper and the bill or statement shall be binding and conclusive as to Tenant. If Tenant fails to object thereto in writing within sixty (60) days of receipt and the bill or statement is determined by a third party to be incorrect and improper, then the bill or statement shall be deemed to be incorrect and improper and the bill or statement shall be binding and conclusive as to Tenant.

[illegible]

(U.S. COMPACT 10-00-97-0185 93-2 DDC; 1 A.D.C.) IN 2005 CRIME REPORT PROBLE

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(c) Any fixed tax year or years commencing during any Lease Year or partial Lease Year shall be compounded to each Lease Year or partial Lease Year, except that with respect to the first and last Lease Years of the Lease Term, the Taxes for the two current fixed year or years and the Tax Charge payable by Tenant shall be prepaid from the Commencement Date of the Tax Lease Year or partial Lease Year and to the end of the last Lease Year, as to which Tenant's obligation shall involve the prepayment of the Lease Term.

(d) Tenant agrees to pay, prior to delinquency, any and all taxes and assessments levied or assessed during the Lease Term upon or against (i) all buildings, structures, equipment and any other personal property installed or located within the premises, (ii) all improvements, additions, betterments and improvements of whatsoever kind or nature, made by or for Tenant, (iii) all improvements and betterments made by or for Tenant, (iv) Tenant's Work, or the same may be separately levied, assessed and assessed against or imposed directly upon Tenant by the taxing authority, and (v) the certain payable hereunder by Tenant to Lessor (other than Lessor's Federal, State and local income taxes hereinafter).

(c) Should any governmental authority require the use of a tax, other than the Taxes above mentioned, to be paid by Tenant, such collected by Landlord, for and on behalf of the governmental authority, and forwarded by the Landlord to the governmental authority, the same shall be paid by Tenant to Landlord, monthly, in advance.

(f) Landed shall also have the right (if permitted by law, to make, in addition to payments of any assessment levied against the Shipping Center, and such Tax shall be computed upon the total amount of the assessment paid for Landed in each base Year if Landed elects to use the installment method. Landed shall have the right to contest the liability or amount of any Tax by appropriate proceedings. In the event Landed receives any refund of such Tax, Landed shall proportionately credit such refund as will be allocable to payments of the Tax. Change actually

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(D) INDOLED SHALL NOT BE RESPONSIBLE OR LIABLE FOR DAMAGES AT ANY TIME FOR ANY DIRECT, LATENT OR OTHERWISE, IN ANY BUILDING OR IMPROVEMENTS IN THE SHOPPING CENTER OR ANY OF THE BUILDINGS OR IMPROVEMENTS, OR FOR ANY DAMAGE TO ANY OF THE NOT SMALL, ANTICIPATED BE RESPONSIBLE TO CLAIMS FOR DAMAGES AT ANY TIME FOR LOSS OF LEASE, OR INJURY OR DAMAGE TO ANY PERSON OR TO ANY PROPERTY OR BUSINESS OF TENANT, OR THOSE CLAIMING BY, THROUGH OR UNDER TENANT, CAUSED BY OR RESULTING FROM THE BURNING, BREAKING, LEAKING, RIPPING, SPLITTING, OVERFLOWING OR BACKING UP OF WATER, STEAM, GAS, SERVICE, SNOW OR ICE IN ANY PART OF THE PREMISES.

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THE CURRENT TEXAS STATE BOARD OF INSURANCE PROMULGATED FORM OF

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(b) Each party shall have the right to insure and maintain the insurance coverages required by this Lease under blanket insurance coverages covering other premises so long as such blanket insurance policies specify a rated value for the Premises and comply with the amounts of insurance and the other requirements hereof.

(d) The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof shall be delivered to Landlord on or before the Commencement Date of the Lease Term and upon

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(c) The minimum limits of any insurance coverage required to be carried by Tenant shall not limit Tenant's liability under Paragraph 37 of this Lease.

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(9) **BAD POST CHECKS:** If during the Term, as it may be extended, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.

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D. DELETED BY AMALGAM. Invariant shall be in default under this lease 33

disagreed parties until settled. In no event shall (a) Tarrant claim a constructive or actual violation of, or that the President have become an individual, or (b) a constructive or actual violation on behalf of the implied warranty of habitability be deemed to have occurred under this Lease, prior to the expiration of the notice and cure periods provided under this subparagraph 44(b). Any notice of a failure to perform by Landlord shall be sent to Landlord at the address and to the attention of the parties set forth in the Basic Lease provision. Any notice of a failure to perform by Landlord not sent to Landlord at the address and to the attention of all parties appearing under this Paragraph 57 below shall be no force or effect.

E. GENERAL LIMITATIONS ON LANDLORD'S LIABILITY. INLESS OTHERWISE COVERED IN THE LEASE OR CAUSED BY LANDLORD'S CHOICE OF CONTRACTOR, THE LESSOR SHALL NOT BE RESPONSIBLE TO THE TENANT FOR ANY CLAIM ARISING FROM DEMANDS FOR REPAIRS, DAMAGE OR LIABILITY OF ANY KIND IN ARISING OUT OF THE OCCUPANCY OR ENJOYMENT OF THE PREMISES BY TENANT OR ANY PERSON THEREON OR HOLDING UNDER TENANT OR BY OR THROUGH THE ACTS OR OMISSIONS OF ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, INVITEES OR CONTACTS, (ID CAUSED BY AN ASBESTOS FIBER RELEASED BY A PLUMBING WORKMAN DURING MAINTENANCE OF A WATER HEATER) OR BY CONSTRUCTION OF ANY PRIVATE, PUBLIC OR QUASI-PUBLIC WORK, IN NO EVENT SHALL LANDLORD BE LIABLE TO TENANT FOR ANY LOSS OF OR DAMAGE TO PROPERTY OF TENANT OR OF OTHERS LOCATED IN THE PREMISES OR THE BUILDING BY REASON OF THEORY OR BRIGANDAY,

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(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.

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(f) Tenant hereby acknowledges that this Lease shall not be deemed, interpreted or construed to contain, by implication or otherwise, any warranty, representation or agreement on the part of Landlord that any Department Store or regional or national chain store or any other

(3) The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit or describe the scope or intent of any claim, nor in any way affect this Lease.

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(4. KERNALD/10000-9900 IS 0.0 DDC, 1 (ALDC C) ; ALSO CURE NECESSARY FOR RAL

RESEARCH AND ANALYSIS

...contain of requirements with respect to the subject matter of the selected provisions.

RESEARCH AND ANALYSIS

dent,

and, the following:

(a) Any rent deposits, security deposits, or advance rentals paid

is claimed, specify the nature of such default

case is terminated.

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reimbursement of such amount shall be provided to Landlord along with Tenant's notice of termination.

Tenant shall have the right to reduce rent if the occupancy of the Shopping Center falls below fifty-five percent (55%) occupancy. However, once such occupancy is increased to above fifty percent (55%) occupancy, Tenant shall begin paying the Fixed Minimum Rent Amount as if the occupancy had never fallen below fifty-five percent (55%) occupancy. In no event shall the effect on Tenant's obligation to pay any other charges as set forth in the Lease.

IN WITNESS WHEREOF, The parties hereto have respectively executed this Lease as of the Date of Lease set forth above.

LANDLORD:

GPM HOUSTON PROPERTIES, LTD.,
A Texas limited partnership

By: MANA PROPERTIES, INC.
Its sole general partner

ATTEST:

By: Kam Mason, Member

Notice Address: 208 Greenpoint Mall, Houston, Texas 77060

TENANT:

ASILEY STEWART

ATTEST:

By: EMAN SHIBIN, CEO

Notice Address: 60 Urban Branch, Inc.
100 Metro Way
Secaucus, New Jersey 07094

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EXHIBIT "A":

DESCRIPTION OF SHOPPING CENTER LAND

A tract of land containing 116,694 acres out of Block 2, Reserve "C" Greenpoint Subdivision, Section 1, and Greenpoint Subdivision containing 171,761 acres of land located in the Pineda Subdiviion Survey, Adams No. 79, Harris County, Texas, corner map of said Adams No. 79 Subdivision, Book 1, being a record in Volume 252, Page 113 of the Map Records of Harris County, Texas, and 116,694 acres of land being fully described as follows:

COMMENCING at an iron rod in the East line of Interstate Highway No. 45, and then and making the most Westerly corner of said Block 2, Reserve "C" and said corner being in the Southely line of Creams Road;

THENCE North 42.2837° East with the said Southely line of Creams Road, a distance of 10.00 feet to an iron rod;

THENCE North 67.2837° East with the said Southely line of Creams Road, a distance of 320.37 feet to an iron rod and beginning of a curve to the left;

THENCE in an Easterly direction with the said Southely line of Creams Road, following a curve to the left, having a radius of 2081.00 feet, a central angle of 72.4113° and a long chord that bears North 85.4234° East (12774 foot chord), an arc distance of 1271.06 feet to a point for corner and the POINT OF BEGINNING of said 116,694 acres of land;

THENCE in an Easterly direction with the said Southely line of Creams Road, following a curve to the left, said curve having a radius of 2081.00 feet, a central angle of 72.4113° and a long chord that bears north 72.5009° East (810.76 foot chord), an arc distance of 816.08 feet to an iron rod for corner;

THENCE North 61.1339° East with said Southely line of Creams Road, a distance of 144.00 feet to an iron rod for corner and the beginning of a curve to the right;

THENCE in an Easterly direction with the said Southely line of Creams Road, following a curve to the left, having a radius of 2081.00 feet, a central angle of 72.4113° and a long chord that bears North 85.4144° East (12774 foot chord), an arc distance of 1271.06 feet to an iron rod for corner;

THENCE South 64.4234° East with the said Southely line of Creams Road, a distance of 14.06 feet to an iron rod for corner in the Westerly line of Greenpoint Drive;

THENCE South 19.4234° East with the said Westerly line of Greenpoint Drive, a distance of 19.98 feet to an iron rod for corner and the beginning of a curve to the left;

THENCE in a Southely direction with the said Westerly line of Greenpoint Drive, following a curve to the left, said curve having a radius of 1640.00 feet, a central angle of 22.6026° and a long chord that bears South 30.4604° East (625.82 foot chord), an arc distance of 632.74 feet to an iron rod for corner;

THENCE South 41.4974° East with said Westerly line of Greenpoint Drive, a distance of 242.35 feet to an iron rod for corner and the beginning of a curve to the right;

THENCE in a Southely direction with said Westerly line of Greenpoint Drive, following a curve to the left, having a radius of 1640.00 feet, a central angle of 22.6026° and a long chord that bears South 22.1749° East (1110.10 foot chord), an arc distance of 133.580 feet to an iron rod for corner;

THENCE South 02.4618° East with the said Westerly line of Greenpoint Drive, a distance of 999.99 feet to an iron rod for corner;

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<p>THENCE South 42.1142° West with the said Westerly line of Greenpoint Drive, a distance of 117.22 feet to an iron rod for corner in the North line of Highway 8,</p> <p>THENCE North 88.4359° West with the said North line of Highway 8, a distance of 1192.29 feet to an iron rod for corner,</p> <p>THENCE is a Westerly direction with the said North line of Highway 8, following a curve to the left, said curve having a radius of 662.80 feet, a central angle of 171.10° and a long chord that bears North 62.3192° West (158.07 foot chord), to an iron rod for corner,</p> <p>THENCE South 74.0901° West with the said North line of Highway 8, a distance of 184.48 feet to an iron rod corner,</p> <p>THENCE is a Westerly direction with the said North line of Highway 8 and from the said East line of Interstate Highway No. 45, following a curve to the right, said curve having a radius of 370.59 feet, a central angle of 86.5924°, and a long chord that bears North 62.3192° West (509.36 foot chord), an arc distance of 561.69 feet to the T.I.D. concrete R.O.W. monument for corner,</p> <p>THENCE North 19.0697° West with the said East line of Interstate Highway No. 45, a distance of 279.34 feet to an iron rod for corner,</p> <p>THENCE North 24.2807° West with the said East line of Interstate Highway No. 45, a distance of 583.40 feet to an iron rod for corner,</p> <p>THENCE North 19.0902° West with the said East line of Interstate Highway No. 45, a distance of 1146.39 feet to an iron rod for corner,</p> <p>THENCE North 14.1390° West with the said East line of Interstate Highway No. 45, a distance of 225.29 feet to an iron rod for corner,</p> <p>THENCE North 19.0444° West with the said East line of Interstate Highway No. 45, a distance of 49.81 feet to an iron rod for corner,</p> <p>THENCE South 78.2710° East, a distance of 240.33 feet to an iron rod for corner,</p> <p>THENCE is a Northerly direction, following a curve to the left, said curve having a radius of 50.00 feet, a central angle of 53.0748° and a long chord that bears North 31.0644° East (44.72 foot chord), an arc distance of 46.35 feet to a point for corner,</p> <p>THENCE North 11.3297° East, a distance of 382.65 feet to the POINT OF BEGINNING, containing 116.694 acres of land, more or less.</p>	<p style="text-align: center;">EXHIBIT A-1 - PART 2</p> <p style="text-align: center;">DESCRIPTION OF LANDLORD'S SITE</p> <p>A tract of land containing 41,254 acres out of Block 2, Reserve "C" Greenpoint Subdivision, Section 1, said Greenpoint Subdivision containing 177,768 acres of land located in the Precinct Subarea, Survey, Abstract No. 799, Harris County, Texas, correct map of said Subdivision being on file in the Public Records Office of Harris County, Texas, and 41,254 acres of land being fully described as follows:</p> <p>COMMENCING at an iron rod in the West line of Greenpoint Drive, said iron rod marking the most easterly corner of said Block 2, Reserve "C" and located North 42.1142° East, a distance of 13.22 feet from an iron rod in the North line of Highway 8,</p> <p>THENCE North 88.4618° West, with the west line of said Greenpoint Drive, a distance of 744.71 feet to the POINT OF BEGINNING,</p> <p>THENCE South 87.1342° West, a distance of 35.31 feet to a point of curvature for corner,</p> <p>THENCE is a westerly direction, following a curve to the right, said curve having a radius of 470.00 feet, a central angle of 14.2239° and a long chord that bears North 85.3458° West (17.63 foot chord), an arc distance of 117.34 feet to a point of tangency for corner,</p> <p>THENCE is a northerly direction, following a curve to the right, said curve having a radius of 530.00 feet, a central angle of 97.2831° and a long chord that bears North 29.3914° West (731.7 foot chord), an arc distance of 63.97 feet to a point for corner,</p> <p>THENCE North 19.0512° East, a distance of 166.75 feet to a point of curvature for corner,</p> <p>THENCE is a northerly direction, following a curve to the left, said curve having a radius of 500.00 feet, a central angle of 107.0707° and a long chord that bears North 09.2848° West (144.01 foot chord), an arc distance of 117.81 feet to a point of tangency for corner,</p> <p>THENCE North 35.5446° West, a distance of 219.78 feet to a point of curvature for corner,</p> <p>THENCE is a northerly direction, following a curve to the left, said curve having a radius of 500.00 feet, a central angle of 107.0707° and a long chord that bears North 09.2848° West (144.01 foot chord), an arc distance of 117.81 feet to a point of tangency for corner,</p> <p>THENCE North 35.5446° West, a distance of 219.78 feet to a point of curvature for corner,</p> <p>THENCE South 84.0912° West, a distance of 197.65 feet to a point for corner,</p> <p>THENCE South 19.0912° West, a distance of 290.88 feet to a point for corner,</p> <p>THENCE North 70.5446° West, a distance of 63.00 feet to a point for corner,</p> <p>THENCE South 19.0912° West, a distance of 372.88 feet to a point for corner,</p> <p>THENCE South 70.5446° East, a distance of 317.50 feet to a point for corner,</p> <p>THENCE South 64.0912° West, a distance of 31.36 feet to a point for corner,</p> <p>THENCE South 19.0912° West, a distance of 380.30 feet to a point on the said north line of Highway 8 for corner,</p> <p>THENCE, with said north line of Highway 8, the following 2 corners and distances:</p> <p>1. North 88.4359° West, a distance of 214.41 feet to a point of curvature for corner, and</p>

2. In a westerly direction following a curve to the left having a radius of 665.80 feet, a bearing of 10° 18' 55", and a long shot from 561.94 feet to a point for corner, THBENCK, North 02° 04' West, a distance of 170.31 feet to a point for corner.

THBENCK, North 02° 04' West, a distance of 46 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 588.26 feet to a point for corner;

THBENCK, North 70° 54'48" West, a distance of 292.80 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 20.96 feet to a point for corner;

THBENCK, North 23° 54'48" West, a distance of 474.11 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 474.11 feet to a point for corner;

THBENCK, North 23° 54'48" West, a distance of 67.89 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 192.31 feet to a point for corner;

THBENCK, North 70° 54'48" West, a distance of 192.31 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 96 feet to a point for corner;

THBENCK, North 70° 54'48" West, a distance of 179.39 feet to a point for corner;

THBENCK, South 23° 54'48" East, a distance of 570.54 feet to a point for corner;

THBENCK, South 19° 05'12" West, a distance of 633.89 feet to a point for corner;

THBENCK, South 19° 05'12" West, a distance of 633.89 feet to a point for corner;

THBENCK, South 23° 54'48" West, a distance of 179.39 feet to a point for corner;

THBENCK, South 64° 05'12" West, a distance of 275.80 feet to a point for corner;

THBENCK, with said east line of Intersect Highway No. 45, the following 2 courses and distances:

1. North 24° 26'05" West, a distance of 347.10 feet to an iron nail for corner;

2. North 19° 05'02" West, a distance of 560.00 feet to a point for corner;

THBENCK, North 70° 54'48" East, a distance of 142.33 feet to a point for corner;

THBENCK, North 64° 05'12" East, a distance of 72.99 feet to a point for corner;

THBENCK, North 67° 14'53" East, a distance of 20.00 feet to a point for corner;

THBENCK, North 64° 05'12" East, a distance of 176.6 feet to a point for corner;

THBENCK, North 23° 54'48" West, a distance of 109.23 feet to a point for corner;

THBENCK, North 64° 05'12" East, a distance of 10.39 feet to a point for corner;

THBENCK, North 64° 05'12" East, a distance of 10.39 feet to a point for corner;

THBENCK, North 23° 54'48" West, a distance of 55.00 feet to a point for corner;

THBENCK, North 64° 05'12" East, a distance of 348.11 feet to a point for corner;

THBENCK, North 23° 54'48" West, a distance of 115.52 feet to a point for corner;

THBENCK, North 19° 05'12" East, a distance of 475.65 feet to a point for corner;

THBENCK, South 19° 05'12" East, a distance of 167.35 feet to a point for corner;

THBENCK, South 70° 54'48" East, a distance of 167.35 feet to a point for corner;

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REFERENCES IN THIS EXHIBIT, AS TO TENANT'S WORK, SHALL BE DEEMED TO BE REFERENCES TO THE WORK AS PERFORMED BY THE LANDLORD.

EXHIBIT 2C

DESCRIPTION OF TENANT'S WORK AND WORK TO BE PERFORMED BY LANDLORD IN THE PREMISES

REUSE:

The Building 2C describes the obligation of the Landlord and the Tenant for the design and construction of the Premises. Each item used in this Exhibit which is defined in the main body of the Lease shall have the same meaning when used herein.

The work described in Section C will be performed by Landlord at Tenant's expense.

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 Plan, as defined in Exhibit 2C, Section D, as approved by Landlord.

Landlord and Tenant have a common interest in getting the Premises on the Commencement Date. To this end, Landlord will coordinate its work with the Tenant's work under the schedule and prudent construction practices will allow.

In order to insure an orderly and aesthetically coordinated execution and design and to insure that the Premises and the work performed by the Tenant are in accordance with the contract and drawings, reference should be made to the store design criteria ("Store Design Criteria").

SECTION A: LANDLORD'S FACILITIES IN THE BUILDING AT THE CENTER IN WHICH THE PREMISES ARE LOCATED ("LANDLORD'S BUILDING")

(1) A non-combustible structure including columns, girders, beams, joists, roof deck, and floor.

(2) Public area floor of concrete with special finish in various areas.

(3) Finished Mall ("Finished Mall") ceiling of various heights, but not less than twelve feet six inches (12'6") at the storefront line.

(4) Installed, built-up roofing to provide a U factor of not more than 1.5.

(5) Exterior walls.

(6) Egress from the Finished Mall to the exterior in accordance with the requirements of jurisdictional authorities.

(7) The Climate Controlled Finished Mall, which may include without limitation, courts, walkways and public corridors, climate controlled, landscaping, seating, decorative treatment, areas for promotional displays, and structures based for retail sales.

(8) Public toilet facilities and public pay telephones.

(9) Domestic Partitions

Non-combustible, unfinished, masonry partitions between the Premises and any service corridors, and between the Premises and any other areas where applicable. Counting partitions between tenant premises will be metal studs without drywall.

(10) Exterior Doors

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Egress doors, if any, from the Premises shall be provided with slide bolt hardware only. There will be no egress doors or egress hardware. The location of any egress door will be indicated on the Lease Outline Drawing. The Tenant shall not install hardware or egress door since they are the responsibility of Tenant.

(11) HVAC System

Landlord shall provide the Premises with an HVAC System of a minimum of four-ton (4) tons. An electric meter will be installed for the Premises.

(12) Water Service

Landlord shall provide all water and sanitary connections installed in as indicated on the Lease Outline Drawing, with reference to code.

(13) Seismicity

If required by code, a seismic system will be installed within the Premises in accordance with the requirements of the jurisdictional authorities and the Landlord's insurance carrier.

(14) Interior Partitions

Landlord shall remove interior partitions in the Premises.

(15) Electrical

The concrete floor of the Premises shall be smoothed and ready to receive cove-lighting.

(16) Utility Meter

Although an electric meter will be available to Tenant, Tenant shall be responsible for contacting an electricity provider and opening an account with such provider in Tenant's name and having said provider connect said meter as necessary for the provision of such service.

SECTION B: WORK BY TENANT IN PREMISES

All work by Tenant in the Premises will be performed by contractors selected by Tenant and approved in advance by Landlord.

A store with storefront and signage will be developed and installed by Tenant in accordance with the Lease Outline Drawing. The Tenant shall be responsible for obtaining all permits required by Landlord and the requirements of the jurisdictional authorities. Signage and storefront must extend from the floor line to the horizontal neutral strip as indicated in said Criteria. All storefront work systems will be surface mounted and finish with Mall finish floor. All partitions facing on the Finished Mall, as indicated on the Lease Outline Drawing, will be considered as Tenant's storefront. For a description of that portion of work to be performed by the Landlord, at Tenant's expense, see Section C herein.

Tenant must directly arrange for and procure at Tenant's expense all state and local building permits and all necessary approvals and permits required by the Department of Building and Fire Prevention. All construction must be in accordance with the 2004 AIA Building Code 1978 Edition and amendments, as adopted by Elbert County, Texas, NFPA Life Safety Code 101 and other codes as required.

To the extent that any item of Tenant's Work is in place upon delivery of possession of the Premises to Tenant and is in compliance with all requirements of the jurisdictional authorities and the provisions of this Lease, Tenant shall not be required, as between Landlord and Tenant, to replace or reconstruct such work.

Tenant shall commence Tenant's Work and diligently and continuously proceed to complete the Premises in accordance with the approved Final Plan and permit Landlord to commence the Work specified in Section C.

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<p>(1) Utilities for Tenant</p> <p>Tenant shall directly arrange for and procure at Tenant's expense:</p> <p>(a) All building, plumbing, occupancy and other required permits.</p> <p>(b) Telephone service between the points of entry in Landlord's Building and the Premises.</p> <p>(c) Connection to the Landlord installed utilities.</p> <p>(d) Copper electrical conductor from Landlord's Utility Room to and throughout the Premises.</p> <p>(2) Insulation</p> <p>Tenant shall install wall insulation to the interior surface of the building exterior wall to the underside of the roof deck, which insulation shall have an R factor of 10.22 R17 per hour square foot.</p> <p>The Premises shall have a finished drop ceiling, unless Landlord gives its prior written consent not to have such a ceiling (which consent Landlord may withhold in its sole judgment). Tenant shall not construct any mezzanine in the Premises without Landlord's prior written approval. If Tenant shall construct a mezzanine in the Premises without approval, or fails to construct a drop ceiling throughout the Premises without such consent, Landlord may in addition to its other remedies hereunder and at law and in equity, either (i) cause Tenant to remove the mezzanine, or install drop ceiling, as the case may be, at Tenant's expense or (ii) if Tenant does not remove the mezzanine or install drop ceiling, as the case may be, then Landlord shall have the right to remove the mezzanine or install drop ceiling, as the case may be, and charge (15%) of the cost as an administration fee.</p> <p>(3) Demolition Partitions</p> <p>One-half (1/2) inch drywall shall be installed, taped and finished upon all metal roof demising partitions from the slue to the underside of the deck and provided the sluing in the deck runs over the top track, when the partition is 90 deg. to the deck floor direction.</p> <p>(4) Non-Combustible Construction</p> <p>All Tenant construction shall be non-combustible. Treated, fire retardant (Class A) wood will be permitted where approved by the jurisdictional authorities.</p> <p>(5) Ceilings</p> <p>A drop ceiling shall be installed throughout the entire Premises with a minimum fire rating of one (2) hour. The ceiling shall not be more than twelve (12) inch flat and shall be (2) inch thick. The ceiling shall be installed in accordance with the requirements of the jurisdictional authorities. All ceiling must also conform to the requirements of the jurisdictional authorities.</p> <p>(6) Column Protection</p> <p>All fireproofing structural steel columns shall be enclosed in accordance with the detail indicated on the Lease Outline Drawing and the requirements of jurisdictional authorities.</p> <p>(7) Signage System</p>	
	<p>All Tenant improvement, other than ceilings and lighting fixtures, shall be floor mounted unless written approval is obtained from the Landlord to support improvements otherwise.</p> <p>(8) Mezzanines</p> <p>No mezzanine shall be constructed unless Landlord approves such construction in writing. If Landlord approves the construction of a mezzanine in the Premises, it must meet the following criteria:</p> <p>(a) The mezzanine framing shall be completely independent of the Landlord's Building's structural frame.</p> <p>(b) Additional loading, ventilating, air conditioning, plumbing, electrical and sprinkler loads will be at Tenant's expense as described in Section C hereof.</p> <p>(c) Mezzanine area and construction shall also be in accordance with the requirements of the jurisdictional authorities.</p> <p>(9) INTENTIONALLY LEFT BLANK</p> <p>(10) Tenant Mechanical System</p> <p>(a) No exhaust or vent shall be located within twenty-five (25) feet of any supply of air intake.</p> <p>(b) No opening, fan, vent, flue, grill, or other device shall be installed in any demising partition or exterior wall without Landlord's written approval.</p> <p>(c) The requirements for roof openings described in Section C hereof.</p> <p>(d) An independent ventilating system comprised of makeup and exhaust air supply to the Premises shall be provided to the Premises at the exterior wall during the service of Landlord's Building.</p> <p>(e) Hood and exhaust systems for food processing shall be protected by a CO2 fire extinguishing system installed in accordance with the requirements of the jurisdictional authorities and the Landlord's Insurance carrier.</p> <p>(f) Product of combustion vents for gas fired equipment shall be discharged directly to the exterior of Landlord's Building.</p> <p>(g) Combination of make-up air for any Tenant installed system or appliance shall be obtained directly from the exterior.</p> <p>(h) Condensate lines for refrigeration and/or conditioning must terminate within the Premises in accordance with jurisdictional authorities.</p> <p>(i) Grease trap for any Tenant installed system on appliance-producing grease or fat.</p> <p>(11) Tenant Electrical System</p> <p>All electrical work, including without limitation Tenant's main disconnect switch, current transformers, meter sockets, dry type transformers, circuit breakers, branch circuit wiring, wiring devices, lighting fixtures, power, emergency lighting, communications system, burglar alarm, fire and life signaling, and TV and radio system shall conform to the following criteria:</p> <p>(a) The requirements of the jurisdictional authorities, the National Electrical Code and the local utility.</p>

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(6) Electrical Service. Electrical conduit larger than installed size; relocation of conduit.

(b) Additional sanitary sewer connections; relocation of sanitary sewer inverts.

(c) Increase in permitted number of sprinkler heads. Landlord may refuse to allow additional sprinkler heads in the event such additional heads may contribute to exceeding the capacity of the sprinkler system.

(d) Any roof openings approved by Landlord. Such openings will include supporting structures, eave, flashing, duct, vents and gullies. Landlord may refuse any openings which, in Landlord's judgment, exceed the capability of the structural system.

(c) Openings in demising partitions, provided such openings have been approved by the Landlord in writing.

(5) Any Tenant equipment that requires mounting on the roof or the exterior walls. Landlord may refuse the installation of any roof or wall mounted equipment if, in Landlord's opinion, the appearance of such equipment would be detrimental to the appearance of the Landlord's Building.

In the event the Tenant is notified of any violation of codes, ordinances,

In the event the Tenant is notified of any violation of codes, ordinances, regulations, requirements or guidelines, either by the jurisdictional authority or by the Landlord, Tenant shall, at its expense, correct such violations within ten (10) calendar days after such notification. Should Tenant fail to correct such violations within ten (10) calendar days, Landlord may correct such violations at Landlord's actual cost plus fifteen percent (15%) thereof for administration costs. Such corrections will be at Tenant's expense.

(1) **Tenant Coordinator:**

Leadlord's Tenant Coordinator will be responsible for coordination and review of Tenant's Design Drawings (as herein after defined) and Final Plans. All questions pertaining to the design and construction of tenant's Premises and all plans/submittals shall be directed to the Tenant Coordinator at the Center.

Laodicean shall furnish to Tenant a drawing of the type commonly known as a "Jeans overalls" (shorts sometimes referred to as the "IT" or "Chris's Drawers")

Landed that furnish to present a drawing of the Premises of the type commonly known as those often termed (other names referred to in the Lease Outline) "precast" (the "O.D.") will be prepared by a Landlord at a scale of 1/4 inch equals 1 foot and will show the dimensions and square footage of the Premises. In addition, the L.O.D. will show the location of the sprinkler feed, electrical conduit, sanitary sewer, water line, and points of other Landlord supplied services, and will include an elevations and section of the foundation and a plan of the structural system showing the approved location for Tenant's rooftop units.

(d) NORMATIVE VERBS ARE EITHER D.O.C. (D.O.C.) OR NOT D.O.C.

(4) Final Plans

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

Landlord will give Tenant notice when the Premises have been or will be sufficiently completed to permit Tenant's Work to begin. Tenant will occupy solely the Premises completed to permit Tenant's Work to begin.

Cumulative effect of the above provisions is that the Contractor has no right to possession of the site on which Tenant's Construction Work is started. As long as the Contractor is actually preparing to commence work, the Tenant Coordinator will deliver possession of the Premises.

There will commence Tenant's Work and proceed diligently and continuously to completion including installation of farmers and equipment in the premises. Further, Tenant will permit Landlord to commence or continue (if Landlord has already commenced) the work specified in Exhibit A, Section C. Neither Landlord nor Tenant will unreasonably interfere with the other's construction work nor permit other contractors or subcontractors to so interfere. Tenant agrees that Tenant's Work and the improvements constructed by Tenant in accordance with Tenant's Work Plan and these Final Plans will comply with all applicable laws, and Tenant agrees to indemnify and hold harmless Landlord from any suit, loss, damage, claim, the cost of defense or any combination of the same.

Tenant must secure a certificate of occupancy from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the operating requirements.

of this Lease and shall deliver a copy of the certificate to the Tenant Coordinator.

Tennant shall be required to make all improvements to the Premises in accordance with Tennant's Landlord's Work is limited to that required of Landlord by this Exhibit "B", and

Final Plans (as approved by Landlord) except those which Landlord is specifically required to make hereunder.

Tenant shall not permit Tenant's contractors or any subcontractor to commence any work until all required insurance has been obtained and certificates indicating such coverage

work with an equivalent insurance plan does not void the certificate's existing term coverage. If the certificateholder is not covered by an equivalent plan, the certificateholder must have been delivered to Lamedol. Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain during the performance of Tenant's Work the

- (a) Bodily Injury and Property Damage Insurance providing coverage for employee, collapse and underground exposure and contractual liability coverage. Such insurance shall be provided in the following minimum amounts:
- | | |
|---------------------------|---|
| Bodily Injury Liability | \$2,000,000 each occurrence;
\$2,000,000 aggregate |
| Property Damage Liability | \$2,000,000 each occurrence;
\$2,000,000 aggregate |
| Personal Injury Liability | \$2,000,000 aggregate |
- (b) Comprehensive Automobile Liability Insurance including the ownership, maintenance and operation of any automobile equipped owned, leased or maintained, including the loading and unloading thereof, in the following minimum amounts:
- | | |
|---------------------------|---------------------------|
| Bodily Injury Liability | \$2,000,000 each accident |
| Property Damage Liability | \$2,000,000 each accident |
- (c) Owner's Protective Liability Insurance insuring Tenant against any and all liability which may result or pertain for damage because of bodily injury, including death resulting therefrom, property damage to others or a combination thereof which may result from work in the completion of the Premises and any other liability for damages which Tenant/Contractors are required to insure against under any provision herein. Such insurance shall be provided in the following minimum amounts:
- | | |
|---------------------------|---|
| Bodily Injury Liability | \$2,000,000 each occurrence;
\$2,000,000 aggregate |
| Property Damage Liability | \$2,000,000 each occurrence;
\$2,000,000 aggregate |
- (d) Builder's Risk Completed Work from fire/burning, "All Risks of Physical Loss or Damage" on Tenant's Work, the Premises as it relates to the Building in which the Premises are located, including the interests of Landlord and its agents and employees and Tenant/Contractors, as their respective interest may appear, within a radius of one hundred (100) feet of the Premises.
- SPECIAL PROVISIONS**
- (1) This Lease and this Exhibit "B" shall become a part of the contract between the Tenant and its contractor, subcontractors and architect.
- (2) A specification shall be on the Premises during the Construction Period.

EXHIBIT "C"

RULES

- [illegible]

