United States Bankruptcy Court for the District of Delaw	ARE		PROOF OF CLAIM
Name of Debtor: LARGE APPAREL OF TEXAS, INC.	Case Number: 10-	13043 (KJC)	
NOTE: This form should not be used to make a claim for an administrative expense arisi administrative expense may be filed pursuant to $11$ U.S.C. $$503$ .	ng after the commencement of the co	ase. A request	for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property):		Charle this	box to indicate that this
GPM HOUSTON PROPERTIES, LTD.			
Name and address where notices should be sent:		claim am	ends a previously filed
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		(II Kilowii	,
(817) 795-5046, Fax: (866) 666-5322		Filed on:	
E-mail: jcarruth@wkpz.com			
Name and address where payment should be sent (if different from above):	DECERVED	70.14	. 1
F-3 ( ( ))	RECEIVED		is box if you are aware that
GPM HOUSTON PROPERTIES, LTD.			lse has filed a proof of claim
Attn. Mr. Carl Esser	'JAN 24 2011		your claim. Attach copy of
208 Greenspoint Mall	JAN 2 20	statement	giving particulars.
Houston, TX 77060			
	RMC 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
If all or part of your claim is secured, complete item 4 below; however, if all of your claim item 4.	n is unsecured, do not complete	any port	under 11 U.S.C. §507(a). If ion of your claim falls in the following categories,
If all or part of your claim is entitled to priority, complete item 5.		check the	e box and state the
☐ Check this box if claim includes interest or other charges in addition to the principal amount	unt of claim. Attach itemized	Specify the	priority of the claim.
statement of interest or charges. See itemization of claim 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*) carned within 180 days
3a. Debtor may have scheduled account as:			ing of the bankruptcy
(See instruction #3a on reverse side.)	10.00 mm -		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 setof	and provide the requested	U.S.C. §5	507 (a)(4).
information.	and provide the requested		
monument.			ons to an employee benefit
NAME OF THE PARTY	704	plan – 11	U.S.C. §507 (a)(5).
	Other	☐ Up to \$2.5	600* of deposits toward
Describe: Landlord's lien pursuant to the Lease, Exhibit A, and/or Chapter 54 of the	Texas Property Code.		lease, or rental of property
Value of Property: To be determined. Annual Interest Rate:			s for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured	claim.		d use - 11 U.S.C. §507
if any: \$	<del></del>	(a)(7).	•
Basis for perfection:			
-			penalties owed to
Amount of Secured Claim: Not less than \$ To be determined/See itemization, Page 2.	Amount Unsecured:	(a)(8).	ntal units 11 U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpo	se of making this proof of claim.	_	specify applicable paragraph i.C. §507 (a)(2).
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such a orders, invoices, itemized statements of running accounts, contracts, judgments, mortgate You may also attach a summary. Attach redacted copies of documents providing security interest. You may also attach a summary. ( <i>See instruction 7 and definition of "redacted copies of accounts to the claim, such a summary.</i> ( <i>See instruction 7 and definition of "redacted copies of accounts to the claim, such as the claim as the claim, such as the claim as the claim, such as the claim, such as the claim as the claim, such as the claim as the</i>	ges, and security agreements. evidence of perfection of a		nt entitled to priority: temization, Page 2.
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE SCANNING.	DESTROYED AFTER	4/1/13 and e	re subject to adjustment on every 3 years thereafter with
If the documents are not available, please explain:	l	respect to co the date of a	uses commenced on or after
			FOR COURT USE ONLY
	Carruth, WEYCER, KAPLAN, PULASH	KI .	FOR COURT USE UNLY
1///	BER, P.C., Attorneys for Creditor		
			Urban Brands
Observations Tiles and Citize data data and the Citize and the City of the Cit	ea to a	4	
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of		zed to file	00630

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 adminstrative 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.

0631646

© CENTRALISMON PROPRIES DOCUMENTAL DESCRIPTION DE PROPRIÉS DE LA CENTRALISMON DE LA CENTRA			(20) <u>RESPONDING PTY FOR COMPLANCE</u> . Tenant that he responsible for enturing compliance with these Rules, as they may be smearfed, by Tenant's employees and as applicable, by Tenant's agents, invites, contractors, subcontractors, and suppliers.	limitation, a patcing system with charges favoring capposing for tenants and their employees, and any other parting system by withdraw, matering or otherwise, (i) sating specific system, and ventore space for small cars, hondexpord individuals, and other tenants, canoners of tenants or other parties (and Tenant and its employees and without shall not pack in any each satigated or reserved spaces) and (iii) netted to spitch that the state of any spitch and or driven by the violator from the Canter without liability whatevers, at each of which consider the state of t
(L-OPI-DOS) NOW-PAUS SIND DOC; ROOC J POSS CLERENCES FALM	2006	by and between  GPM HOUSTON PROPERTIES, LTD  By and drowagh its agent TRIVAR CANNON GROUP  "Landbod"  and  Large Appurel of Texas, Inc. db/s Ausliey Suwart  "Texant"		GREENSPOINT MAIL, HOUND HEARS GREENSPOINT MAIL NOT HAVE THAN THE SAME OF THE S

### **EXHIBIT A**

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(Exchaggi woon Mous and Doct (MDCC) make distanced wark															EXHIBIT "C" RULES	PERFORMED BY LANDLORD IN THE PREMISES	EXELUIT "B" DESCRIPTION OF LANDLORD'S SITE  EXELUIT "B" DESCRIPTION OF LANDLORD'S SITE	EXHIBIT "A-I"  DESCRIPTION OF SHOPPING CENTER LAND	EXHIBIT "A" LEASE PLAN	EXHIBITS		70 TRANSATION NIGHT.		66. DRETIONS	64. WAIVER OF LIABILITY		61. DEPARTION OF LAWS				57. NOTC&\$			S4. HOLDDAG CVER				50 ATTORIETY-IN-FACT	49. ATIONALBYI

(С. КОРМОВ 1600-1910) В 513 В ДОСЦ ОДССТ пахо оказананских гокм						Communication Date:						B. Delivery Date:			D. Leas Term		C. Premises:	Addres:	B. Shopping Center:		A. Tenant's Tradename:	I. BASE LEASE PROVISIONS	₽.	10850 Wilshire Blvd., STE 1050, Los db/a Ashley Stewart ("Tenant"), who Brands, Inc., 100 Metro Way, Secaucus,	THIS LEASE made as of the PROPERTIES, LTD. ("Landlerd"), a I	SHOPP
ELMED TROUBLE TO	then if such sixty (60) day build out period ends (i) between May 2 through August I, then Tenant shall not	Notwith standing, anything herein to the contrary, if this Lease is fully executed no later than January 25, 2006,	business to the public, whichever shall first occur.	approvals for the start of pre-opening construction, or the date upon which Tenant opens the Promises for	Date shall be sixty (60) days from the date of Delivery and Tenant's receipt of all necessary permits and	(1) may 1, 2000. Indexert, 11 to Delivery Date of the Premises is extended for my reason, the Communication	(i) May 1 2006 Hossons (fife Tallians Tate of the	-bancaora anal pay to Leman two numotrou contact (\$200.00) per day in rental abatement for each day that delivery of Fremites exceeds March 1, 2006	market program. Dolays in delivering the Fremițes in	store opening program, which is coordinated with marchandize delivery, fixture installation and a planned	March 1, 2006. Landford recognizes that the delivery date is extremely important for Tenent to maintain its	Taby 31 (Incremit Engineering to reagant to the control of the Chaste Year).  Landlerd aball deliver Premises to Tenant no later than	first lease year shall be the period of time from the Commencement Date through July 31; each lease year through July 31; each lease year through the base period of two lot (1).	LIP LORDE I CETE STAN CONTINUED UPON THE COMMENCEMENT DEBA. If the Commencement Date is any day other than the first day of a calendar month, the	(See Par. 3 and Par. 4)Ten (10) years and four (4) munits The I see Them shall commence when the	the approximate location of which is shown cross-hatched on Exhibit "A" hereto. (See Par. 2)	Space Nos. 211 & 215 at the Shopping Center, consisting of supervisions 3.411 rentable square feet	208 Green gootet Mali Eouston, TX 77060	Green point Mail that is more particularly described on <u>Entiphi "A-1" stracked hereto and by this</u> reference made a part beroof.	บัง Urban Rends, Inc. 100 Metro Wey Securics, NI ยาก94	Ashley Stewart		BASIC PROVISIONS	10850 Wildher BNrd, STE 1030, Les Augeles, Ces 90024 aux. Large Appard of Teas, Inc. 10850 Wildher BNrd, Census'? swices principal place of business is located at clo Urban Branck, Inc., 100 Metro Way, Scenacus, NJ 07094.	THIS LEASE made as of theday of Jamey, 2006 between GPM HOUSTON PROFERIES, LTD. ("Landlerd"), a Texas Limited Perturchip, having a place of business at	SHOPPING CENTER LEASE
(LACEMANNI MORNACIO DOCCIODOC) meno comprenegara noma	T. HVAC	S. Food Court Charge:			Q. Stavenger Charge:	P. Water Change:	O. Initial Annual Sprinkler Main Charge:	N. Media Rund:	M. Initial Annual Promotion Fund Charge:	L. Initial Estimated Annual Taxes:	K. Initial Estimated Annual Operating Coast:	Perchann of Bradgebas for Parial Least Year, and promition for Least Year.  containing free different Breadpoints for efficient periods, shall be as described in Par. ?	August ; 2011 ថា rough យឫ 31, 2016		August 1, 2006 through July 31, 2011	Commencement Date through July 31, 2006	Pariod	J. Persango Kant	Commencement Date through Paly 31, 2006 Adated. August 1, 2006 through Paly 31, 2011 \$6,537.75 August 1, 2011 through Paly 31, 2016 \$7,106.25	I Fixed Mustrum Rant (See Pac. 6) Rent Feried Musth'te Amaunt	for no other use o	incidental sale of	H. Permitted Use: The Premites thall	Reti in accordance  G. Expiration Date/July 31, 2016	tane nan oo erquir tane nan oo erquir time partioti hittod time partioti hittod	be required to go be a control to the control to th
v	A/N	. AIN	MAT (DOWNER: 12)	Nie George 10	\$0.25 pef (Seo Par. 32f)	\$30.00 per manth (See Par. 32[e])	N/A	VM	AIK	\$1.50 psf (See Par. 33)	\$5.35 psf (Sec Par. 35)	? Years, and provations for Lease Years ifferent periods, shall be as described	Three (3) percent of Choss Sales exceeding a Natural Breakpoint of \$2,842,500.00	\$2,615,100.00	Three (3) percent of Grass Sales exceeding a Natural Breakpoint of	06 Abated	Amount Each Lease Year		ı	Amount Annual Amount	for no other use or purpose whatsoever:	incidental sale of shoes and other related items	The Premises shall be used and occupied for the retail sale of women's clothing including accessories, the	tent in accordance with this Lesse.	man not be required to open or pay rest with March 2 of that year. However, if Tenant opens thring either of the time periods listed in (i) or (ii) above, Tenant shall pay	be required to open or pay rent until August 2 of that year or (ii) between October 15 through March 1 Tenant

Contraction Allowance:	Construction Albovance:
Rent Shall Be Psyable To: Advance Rent: Construction Allowance:	Rent Shall Be Payable To: Advance Rent: Construction Allowance:
Advance Rest: Construction Allowance:	Advance Rest: Construction Albanates:
Contraction Albavates:	Contraction Albowater.  Electricity Charac
	Electricity Charge

of under a blandoid intensi or reciprocal operating agreement. However, except as the Braggraph 31 levels, paperstant Store ownership (a head of the Audiord to all) excluded from the definition of the term Storping Center, regarditus of who own sparsons from The Storping Center (ALC Antil Qualit to Augregae monum of the seazole serior of all premisure in an Storping Center as some may be modified, abreed, and or reduced from time to thus, excluding the GLA of Department Store are and any digrout storage seas, (regarditus of the ownershy) measurables, beaments or bloody, and you may be seen a supermarket, which occupies 33 (300) require feet or more and early decide in the catch deres in the supermarket, which occupies 33 (300) require feet or more and early of each stere or.

- (c) The bootien and boundaries of the bremines is outlined on diagrams of the Shapping Country, which are marked Shahgin X... standard to this Lease, and made a part beread. Enthist X... to we the general layout of the Shapping Country carried proposed Department Stores adjusting the Shapping Country of the Shapping Country and the Shapping Cou
- (d) Tenant's right to use and occupy the Premiers during the Less Term shall brokude allocanes to use the common areas and facilities of the Shopping Center as defined in this Lease in common with others.
- by Mching contained in this Lease shall be construed as a conveyance by Landoud to Tourist of the root of contained with a charmonic flows a part, of the part of the territory of the root of the contained flows a part, of the part of the part of the charmonic flows of the Landows on no-beats of the charmonic flows of the Depting Center. Landows the root part of the charmonic flows a part of the Landows of the Depting Center. Landows the root the charmonic flows a part of the landows are charmonic flows and the charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic flows are charmonic flows and the charmonic flows are charmonic

## (f) Right of First Refusal

Effective when Tenant begins payment of Rent and continuing charing the Term of this Least, subject to existing rights of third parties and under the following terms and conditions, Tenant shall have a right of first at Rehall "Not leave payed of First Rehall" to leave space contiguous to the Premiser (hereinafter referred to as the "Sight of First Rehall Space" and down on the attacked Exhibit "D") as it becomes available from time to time:

(b) Whenever reference in this Lease is made to the "Shopping Center" it is understood to mean only this person of the property owned by Landlord or controlled by

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- $\widehat{\underline{\underline{\pi}}}$ Upon receipt of each written notification from Leading Treast shall have ten (10) scharded app in which to either (i) excess the 12th January and the control of the contro
- y) Should Teanst decline to exercise the Right of First Refusal or fail to provide written notification within the time period presented in Section (in) herem, then Landited shall be free to perme the leasing of the Identified Space to the Prospective Teanst who tendered due bons, the offer. If Teanst elects not to lesse the Right of First Refusal Space with Landited motification, and such Right of First Refusal Space being lesses to the Refusal with regard to each Right of First Refusal Space being lesses by the Prospective Teanst and tall be abondance to any night spanned to each Prospective Teanst and tall be abondance to any night spanned to each Prospective Teanst in and to the Identified Space. If such Prospective Teanst to a lesse covering the Identified Space within worke (12) months of Landited receipt of Prospective Teanst is Right of First Refusal is again applicable to each learnified Space.
- Should Teant exercise its Right of First Reducal in accordance with Section (iii) herein, Teant shall execute an instrument (which shall be in the form of an anomalment of the Leaps, no later than sharty (50) shays that Landined shall have enformed Tennant copies of such instrument for purposes of execution. Said intrument shall incorporate the terms and conditions pertaining to the learning of the Identified Space.

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- 3 (b) All Renal terms for the Right of First Retheal Space shall be based on the sean terms and conditiones offened by the Prospective Framer in the boots for offer, with the exception that the term for each produce of the control of the term for each produced in the conspicion due to the term fire each maniferent shall commente upon the date such Right of First Retheal Space is subsanably completed and a rank overlished for Framer in Company for the purpose of conducting it interests, and shall be colemnous with Framer's their current lates for man and my extensions thereof. In the requirements for modifications on order that Framer may conduct business therein, Leadlord shall provide Framer with an improvement allowance and/or concessions based on the terms and conditions offered by the Prospective Transit; however, all each allowances and/or concessions shall be proportionately adjusted based on Transit's reasoning Bases term, in months divided by the length of the term set forth in the Prospective Transit's
- If there is less than twenty-foor (24) morehs 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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(H) Upon the exercise of the Right of First Rehaul, the Mentical Space shall be demend a paid of the Laws Premises and Leadied and Tennis shall note into a written agreement modifying and supplementing this Lease specifying that he Mentical Space is subject to all farm, provisione, speciments, coverants and conditiones of the Lease, modeling the Tennis

- 5. <u>EMILITATIO DE DESIGNASSE</u>. The parties covered and approach to extense of the difficulty of improbility of clearanthing Landlord tumage in way. One of the extense of the difficulty or improbility of clearanthing and indicated tumage in way. One of the extense parties of the other companies of the contract of the contract of the extense of the ex

- the Lease, and containing each other appropriate terms and provisions relating to the addition of such identified Space to this Lease (including, specifically, but not limited to any increase, adjustment, or sugmentation of Rent, Common Area Charges as a result of each addition).
- Tenent shall not have the right to assign its Right of First Refusal to a other party other than an affiliate, subsidiary company, successor marger or consolidation by Tenant.

 $\mathfrak{F}$ 

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 part of the Premises.

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- Lass Tens: To have and to hold the Premises for the period set forth in Paragraph (O) of this Lesse unless sooner terminated or extended as hereinalter provided.
- 4. COMMENCEMENT OF LANGE TRANS. (4) The Commenterment Date of the Lease Term shall be the date set form in Pauggiph (17) out in the provide for a fixed Commenterment Date, then the Lease Term shall comment upon the active of the fixed commenterment Date, then the Lease Term shall comment upon the active of the fixed commenterment Date, then the Lease Term shall comment upon the Alternative of the Commenter of t
- (b) When the Commensement Date is determined, Transi agains, upon request of Leader() to senter and other to the Leader(), which design is entitled. (1) particularly deliberated to the commensement and outprise to date of the Leas Ton.) (2) register that the commensement and outprise to date of the Leas Ton.) (2) register that the commensement and outprise to design of the Leas Ton.) (2) register the commensement with the control of the Leas Ton.) (3) register the commensement of the Leas Ton.) (4) register the commensement of the Leas Ton.) (4) all conditions under this Lease to be performed by the Leaders to what the period they been satisfied, except each as a ball by search() of the Leavest to the Leavest (2) register the enforcement of this Leavest (2) placeting to entitle these ways to defeate see or the deliber of the leavest (2) placeting to entitle the search of the control by the Leavest (2) register it fars.) Transit future spread to sence as deliver mining orderlying leaves and or purchasers, and by Leaders() and the second of the leavest the control of the leavest of the

contray, Landlard thall have the right to bipuldated damages for any Percentage Rent that might have been payable to Landlard for such period.

- DESCRIMENTAL RESERVANCE I Feart spress to pay to London charing the Least Free, within any proce channel forester and whether they consider a channel or the channel of the Construction of the Constructio
- <u>Internate Active</u>; (a) in some to the reconstruction Active, cantar spect to pay leasthort, at additional result (Rectarding trainered to as "Percentage Rest") for each Lease Year puriful Lease Year, a sum equal to the amount of Texant's Goom Sales to exceed of the puriful hand Year, a sum equal to the amount of Texant's Goom Sales to exceed a adaptive translighted by the Percentage Rest Res payable a supervised in the more apopula? J. Nothwichtending anything herein to the contexty. Texant shall not be responsible the payment of any Percentage Rest for the period from April 1, 2006 through July 31, 2006.
- (b) Percentage Rent shall be determined and paid, without any prior demand therein, on an annual bastic communiting with the last month in sold Leave Year in which Featuris Cones island for and Leave Year reacted the pipholoho Envalpoint, is shall propagant shall be made on or before the research (20th) day of last month each Leave Year with respect to Gross Sales made during each preceding month as set finch in Pengraph 1(7) of this Leave.

(c) If the Front Minimum Rent shall be absted or entitled as a real of say ownt mentioned under that Leave, then the some of the Breindprich shall be appropriately reduced in an amount equal to the precentage of decrease in the First Minimum Rent.

Provided, however, if the Leav Term exceeds its (d) full Leave Years, Landbord shall have thought to terminate white Leave for a partie of either (d) pays, after the cast of the right fill have New if the First Minimum Rent sectors of the right by Teams during the proceeding its (d) full Leave Year if the First Minimum Rent records if a rule and on equal to one blooded to write fill the count of the first Minimum Rent records if a rule and (i) Pays proceds. In the count of the all checkeds to immune, for some that it is done on the lands of the first Minimum Rent records if the land of the first Minimum Rent records in the land of Cameri agreement to increase the Food Minimum Rant as at the land one of the lands and proced and half is defined to be read to the land of the lands of the land of the lands of the land of the lands of the la

- As a districtive on "Geness Salage": (a) The phrase "Greet Salage," thall mean the doller total of (b) the entires amount of the price chapped for all goods, wares and mechanidize sold, heard, librard or delivered, and things for fail a levices and or performed by Tamar from all barriers conducted at upon or from the Parasisca Py Tamar, whole transpect of the transpect of the conducted at upon or from the Parasisca Py Tamar, whole transpect or desiration for including a diagram on other than the product of the transpect of the
- (b) Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale is made, whether Tenant shall actually givencontone-walkingshock(s); was commonwer rosa.

receive full or partial payment. Each lease or rental of merchanding shall be treated as a sale in the month during which such lease or remal is made, for a price equal to the total rent payable.

- (c) For the purpose of secentaring the amount of Gross Sales upon which the purpose of Forcartage Read to the computed, the Saleswig may be deduced from Gross Sales.

  (1) the contenges of matendarine between stews of Tomas or it a substitution where the contribution of the second stews of the contribution of the second stews of the purpose of consummating a sale which the bose made as, upon or from the Formating of Perturn to this types or manifestaring; (ii) also of fords fixtures after use thereof, which are not put of Tomatr's stock in text and not only in the regular course of Tomatr's theories; (ii) also or or order trainfact made upon transactions is shaded within Gross Sales has not exacted by the sulfage price of the material state, the total gather of the other of the Other Course, or (ii) the amount of any local, course, Sales or Forders also, the totals gather by Tomat (the amount of the policy), course, Sales or the state of the totals gather by Tomat (the ment by any years of Tomats) provided, provided, and the second of th
- (d) The term "Tenner" shall be deemed to include any of Tenant's subtenants referances or Negroses.
- 9. <u>Booked Ann Baccolines</u> Traues thall propose and keep for a period of at least thirty-dat (19) months fallering it has all of each a least Year, the and accurate books of account and control to defining to generally count and accepted accounting principles conditionally applied, hashing, but not historie to, and the accepted respect to the wide pretramental agencies, all the least of the transactions by friending precisions and tracepte of marchaeting, investigation for an accepted accepted and tracepte of functionation, and to retain manufactor that accepted appear are given to record all thirty, at the time-such all the least acceptance, and the fact accepted appear accepted appear and the record all thirty, at the time-such all the least as the approved by Landont. Teams that likely each records at cleant Thouse office.
- 10. <u>REPORTS</u>: (a) I cannt agree to where to Landord on or before the filteron (15th) day following the soil of each cancele sments during the Lass I cann (mealing the filtered [15th] day of the month following the cool of the Lass I remail a verifice statement, figured by an authorized representative of Financia at the soil correct showing the sentence, figured by an authorized representative of Financia at the soil correct showing the amount of Gross Sales from the Burstein of the Burstein of the Lass Sales and the mustrie, and in terminate of a thomat for month and in terminate of the Lass Sales are the sales of the problemed the soil of state Lass Sales are true to Landolf on or before the first (highly day following the only of state Lass Sales are true to the sales of the Lass Sales are true to the sales of the Lass Sales are true to the Tangelet Sales are true or point Lass Sales are true to the Tangelet Sales are the s
- (b) If Tenantic Gore Sake are required to be reported on any Federal, Sake or local table act seem and Gores Sake or reported on any of sake mounts shall account of Gores Sake reported by Tenant under this Lean, then the Gores Sake shall be laken at the highest figure on reported. If may prevenement understy shall increase the feast Sake reported by Tenant on any common feast of the prevention of the sake at th
- AURI: Landlord shall have the right, upon fifteen (15) days' written notice to Tenant's no Office, to cause a complete audit of all natements of Gross Sales and in connection with

such audit, to custine Tenant books of second and records (including all supporting data and spicker records from which Goes Is an any source of commission of Goes Is and dischards in a price record from which Goes Is an any source of determined to Goes Is and dischards in a price record from which Goes Is an any source of the state of the s

12. ADDITIONAL RENT AND ADDITIONATES: (a) In addition to the Faced Minimum Real and Percentage Rent, all other payments to be made by Teauch Interested that the deemed for the proposes of fecturing collection to be Additional Real under that Lease, which are a defiquants or not, and shall be due and payable on channed or together with the near necessing intailineant of Faced Minimum Rent, whichever and find recours, and Landenth adult have the same rights and remoded upon I meant of faire to pay the same as for the new payment of Faced Minimum Rent. Landent adult have the right Channel to the obligation) to by for or perform near year with express the expenditure of any years of money by maters on the obligation to by for or perform any part with expension of this Lease which may applicable group profess and, in the event Landent thall elect to pay such man or perform such seat requiring money expenditure. Fearst appear to pay Landent, upon channel, all not home, which that like decimed for the purpose of securing the collection thereof to be Additional Bent hermorder.

(b) In the event the Commencement Date of the Lease Term is other than the first day of a calcular month, the Friend Mirmunn Bang, Additional Rent and other charges reserved under this Lease for the portion of each partial month fault by pursely and popule based on a thirty (31) day month and thall be paid on the Commencement Date of the Lease Term.

13. **LAIL DES. RECTS:** (a) If Touan thall fail to pay any rests, Additional Rents or other dargest after the same become due supplyable, such unput amount thall best interest from the date diethered to the date of payment at the greater of (b) solutes percest (14b) per animum, or (c) now points above the prime rate of the meng damped by Chane Manchanis Back, N.A. to it of most credit wordly customers determined as of the first day of the calcular year quester that any rents become due and opposite by Tenant under this Leave ('Default Interest Rate') provided between the substantial for carced the maximum legal rate of interest alterney to be changed to Tenant under any applicable law of the state the Shapping Context is bloomly.

4. ZACE OF PATHERIE AND ESTIMATES: (3) All payments required to be paid by Tenur of Landford shall be made payable to the order of the Landford and shall be delivered to anotherity Payment Address set forth in paragraph 1(W) of this Leare.

(b) Lacticed shall estimate the execute of monthly Additional Rent required to be paid by Teacat and shall bill "east for the amount of such rent shat point to or a promptly at possible of the ten Commenterment. But as and the eather form the to time during the Least point of other than the commenterment. But as and the eather form the to the thing to be the rent comment shall continue to pay such estimated monthly charge and billed for the new retimated earthly charge with the past. For conventioner, Teast many multiple to total of the estimated monthly charges with its payment of conventioner, Teast many multiple to total of the estimated monthly charges with its payment of

The Additional Earth the extinated pursuant to this sub-paragraph (b) shall centified for Carga, Common Aven Charg, Saranger Chang, Sarishike Chang, Wang, Som and Sare Chang, Utilisie Chang, Media Fand, Francisch Thui, and any other fixed or adjustable the governed to be past by Fount under this Lease octobering the Fixed Medimum Rant and Francisco Rant. ADVANCE RENT AND SECURITY DESCRIPTION TENTION ALLY DELETED]

ENANGING: (INTENTIONALLY DELETED)

18. CORRIGION OF DEMONING. To cast agree to scopt the Permiss, Shopping Center and any Steman and Engineers (1971), or to threate a fault of school any spectrument, representative, conformer acting to edispose on the part of the fault of school any spectrum and particularly representative, conformer acting to edispose on the particular of the particula

19. <u>Obsessor de Europousación</u>; (e) all betermets sel improvement is or upon du Prenisto, audo ly alter hero) (espera función papers), funitura, agai sel cua de deplaces, audo ly alter hero) (apina), funitura, basing, veniturag est ér conditioning deplaces, audo la pieza, descri, certain, sering, particula, función coversig, militar, inceramiza (boso, galizir su est de la lista de la blocano de papersy of Ladicia, función militar quantita, que na de serrodered with the Prantises ef the expérition or course termination of the Leas Tom.

(b) Tenari shall not astign, lies, enumber, chatci mortigage or cross a security interest is, to et upon my improvement or it rigs, needs frauest or other persual property is or serving the hemists without fair obtaining in each network or every material property in or serving the hemists without fair obtaining in each network materials property who do specific transition thereby arbitrized as challend to the a wiver of content to my bindeput transition. Any client mortgage, exercity intered or other encumbrance genetic by Tenari in violation of the terms of this provision shall be sufficient of the other content by violation of the terms of this provision shall be sufficient and subordinate to Landreck's nearby intered and then provided under Propagach of based and Tenari astign, inso, examine, claused margage or create a security intered in claused to approximate the hosting. But not instant on affired highing finares, heating, ventilating, at conditioning equipment, props, chair, condusts, write, passing, partition, there covering railing measuring from, paleries and the like which become the property of Landreck.

20. <u>IRMAT'S RETALLATIONS</u>: Tenut shall fully equip the Premises with all tools distants and equipment meetings for the proper operation of Tenut's barbant. Tenut's thall not intail any equipment or finance on the soft or exaction to the Premises without the prior witten contained to the conditionation of the equipment on the root or other supposed and from the intelligible for the charlest premise remains premise from a part of the strained primary responsibility for the cost of which the Premises forms a part, Tenut's special assume primary responsibility for the cost of maintenance and regals of that portion of the cost (including all mean and space covered by and equipment or penceration) where such intuitions (CORMON MOMENTS and ADDITION OF THE OFFICE ADDITION MOMENTS ADDITION OF THE OFFICE ADDITION MOMENTS ADDITION OF THE OFFICE ADD

the Freed Marmann Rent. Landred shall aroundly family forced with a reconcluder of all estimated due age and proviously recentable based on the applicable computation, and chall reside Tenarts net succeeding estimated monthly change for any overpayment (or shall refund such around to Tenart (fich classes has terminated and Tenart is not then indebted to Landbert under the Loase) or shall bill Tenart for any underpayment.

EXHIBIT A - Proof of Claim - Page 7 of 32

inade, as end simblicion act to operation mateinance and capati thereof shall be made to that the rights of Landord under any moding board or moding generally the in force whill not be distincted or volded función and farear field be salely responsible for all damages to Landord modificación constituents and force force to antico the capati or fareal constituents salely from the intribution, operation, mateinances salely respect of such

- 21. <u>PRINTIPO 103</u>: Tenust spreat to and shall use the Frentien solely for the purpose of authority the Formitted (los as cuffined in Section (17)) of this Lease and for no other buriness in purpose. Trains shall course pricely of the Formitted change the Tenus and shall use and keep that the My of the thorouse change the Tenus and shall use and keep that the My of the thorouse the tenus at the agree not to conduct any statlegue, mail or indipose the to contact in the Formitted to sell 'owe the country' in the Formitted. Tenus agree to conduct Tenus's the dataset in the Formitted the Tenus's the My of the My
- 22. <u>OREANION OF BUNNESS</u>: Tenant agreer. (s) subject to Paragraph 51 herof, to continuously and unintercuptedly occupy and use the entire Premiuse for the Premitted Use during the Lease Term and to conduct Tenant's business in a reputable manner;
- (b) to remain open for buriness during the "Required Ensury." Required Ensur herein shall mean those hours established from that to fame by Landlard for the Shapping Centure in general, in Landlard to sold interfering provided, Landlard of the Hard and open for buriness before 10:00 a.m. or remain open after 9:00 p.m., except (i) for holdsby, reasonal or other spread to the or generation, or of by wheat a last one Department Store or an apicity of the treatment aft the Shapping Center will be spon. If Treast deferts to open to the Frameric during additional bount begreated these required (which may) be withhold in Landlards rise distraction), and Treast and Indianal Loudsby without himstark, and without himstark one and expense and Landlards' transmitted charges in commercial theoretic without himstark and present and Landlards' transmitted the state of the sponse of t
- (c) to adequately eaff is stoce with sufficient employees to hardle the maximum business and carry sufficient stock of seasonal merchandise of a chemorie and quality to accompilate the same; 3
- to maintain displays of merchandise in any display windows;
- (c) to keep any display whodows and rigns we'll lighted during such hours and days
  that the enclosed mail is highed by Landlord, but in no event beyond 11:00 p.m.;
- (f) ) to keep and maintain the Premises, Feman's personal property and tigns therein sand all exterior and interior portions of windows, doors and glass in a neat, clean,

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

- (h) to apply for, secure, maintain and comply with all houses or permits which may be required for the conduct by T man of the businest permitted to be conducted in the Permites out to pay when the all hierare and permit foce and charges of a finite nature in connection therewith; to use for office or other non-selling purposes only such space as is maxonably equired for the conduct of I ensur's business in the Premises;
- f) not to conduct any auction, distress, five or benkropiny sale or any going out of surfaces sale, but nothing combined herein theil restrict Tenant from determining the selling price if nown march sodies or proclude periodic seasons, promotional or charmes sales; and

- (b) not to operate its bustimes under this Lease to as to breach or violate my retrictive coverant to which the Supprag Center is subject or continued to any other lease entired into by Tenar, or violate my retrictive agreement continued in any contract, judgment or decree of a court of competent judications entered into or imposed upon Tenar, and Tenart represents that is or such on of this Lease and operation of the Remained like will not violate any main restrictive convenues or agreements.
- 23. Labil Wart on Notation: () Touri sport, if Touri't cost and expense; () to comply with all present each family present such family to the service of the
- (b) Terrat further agrees not to suffer, permit or commit any waste, nor to allow, maffer or permit any others, wayore, steam, water, rebration, noises or undestable effects to emanate form the Fermituse or any expugnant or incultation thereis into other portions of the bioliding of which the Fermituse or any expugnant or incultation thereis into other portions of the bioliding of which the Fermituse or any expugnant or incultant and the state of the permit any material or derive deficied as haractions or otherwise controlled under any governmental bay, and or regulation to be installed, used or kept in the Fermities, or deficient as haraction, writter or any other installed, and or kept in the Fermities, or deficient and the formation of the substantial of the Shapping Center of their damants, writter or any other installed, to oppose to suppring Center of the destated to control, I cannic highly and condition; and in the Fermities and the substantial of the proposed or with the (10) days threading to make much condition to not sense and discretions the same strength of the destated to the proposed or the fermities and the substantial of the proposed or the substantial and the substantial of the proposed or the substantial and the substantial of the proposed or the substantial or the
- 24. BANAINDED MATERIALS: (a) Tenur is hell not incorporate into the Shapping Contre nor warpord, use, stony, materials, generals, manufacture, heards, dispute, relainer or discharge any "Bazachou Mentern" (sin defined below) upon on stead the Shapping Contra, or portural Transfer supplyers, agents, contractors, twicture and other compared to fits Promises to engage in such artificials upon a should be below the state of the compared to fit in the provided (s) and an inference contracting twicture and other compared to fits Promises to engage in such artificials in the Transies of parameters contractingly used in the luminess or activity operand y permissed to be furnised to produce the other production of the state of the Transies and the ordinary owners of Tourist bearsons therein, stiricly in the state of the Transies and the ordinary course of Tourist bearsons therein, stiricly in the transients of the campion of the off the materials in compliance with all probable Law, she shall be used and the materials of the supposed of the state of stiricles and the Shapping Contra, and shall be transported to all more the disposed of, Federal of stiricles and the Shapping Contra, and the state of the s

(b) Teams thall premptly notify Leadoot of: (i) my effectement, cleamy as other regulary years from them or threatened by any potentiment for regulatory authority with respect to the present on a fury place of the present of the property. The produces of the property of the present of the property of the present of the property (ii) any demands or cleams made or threatened they are not sheet property. (ii) any demands or cleams made or threatened by any perty relating to any less or singly resulting from any Discardous Material or the Persents. (ii) any years relating to any less or singly resulting from any Discardous Material or the Persents. (ii) any years relating to any less or any clear to the property of the property of the property of the property of the present of the presents of the present clearing of the property of the present of the pr

(c) If my Hazadou Marcià it incoporated into the Shopping Center or released, dischanged or disposed of by Tenna or my other occupant of the Percuisar, or their employers, agents or contractive, or or about the Shopping Center in violation of the foreigning provisions, I Tennar thail immediately, properly and in compliance with applicable have clear up and remove the private of the property destinately properly and in compliance with applicable have clear up and removal work that the subject to Londhord pice working a property destinated property and in compliance with applicable have clear up and removal work that the subject to Londhord pice working application, and the preparation and implementation of my remotals action plan equivalent by a property of the property of

(1926A) or its U.S. Occayational Salety and Flashs Administration (1931A). It is many that the abstract contribing materials (as literatified by the Administration Survey or any other abstract surveys in Landbard posterior, and materians are supported formed or handbard by unclaimed persons, all ministrances, repairs or renovations by Fenant to any sea through on the Administration Survey to contain abstract, must be constituted with and approved the about 2012 Landbard. Tearnst that imure and agrees that all contractors (sught their absorbarders) suggest by Tearnst agree in writing to be bounded by and well perform all work the accordance with the Operations and Maintenance Deagram (Coldad Program) as from time to time in force at the Center to periodically manifest and deal with the abstrate at the Center. Total suggest to cooperate with Landbard in all reasonable procedures or actions caused for the conduct of any Oddel Program.

Laudhod makes no representation or werenites whatesower to Treast regarding () bacardous naturals at the Center or in the Formies or (ii) the Astesta Survey, the same bring feminded a a coursey, and Laudhott has indicated regard that the Asterta Survey is not a comprehensive survey of the Premises or the Center for all absents or for all Laudhou or took materials. Treast in the right and solud makes und nothist and investigations, conduct rate that of memory and ongue and speculating as Premises or the Center and say risks from the presence of adversor constaining naturals at the Premises or the Center and say risks from the presence of adversor constaining naturals at the Center for at the Center (2 range that if the root) and obtain Laudhord vertices on the constaining naturals at the Premises or at the Center, Frant shill first rootly Laudhord of each preposed important or test and the supplie copy of any rady, report, test, anway or investigation performed by or or the shall of Treast it verbying any portion of the Premises of the Center. For at shall move the Premises arolve the Center to the condition entiting immediately price to any such that saudher spectrum, and Treast sharely agrees to informating them Treast's temples from any loss, damage, shalling or chim resulting from or ariting from Treast's temples, investigation or strength, and the saudhor spectrum, and Treast even he knowledge of the premise in the Premises or the Center of foote or hazardous material or subtracto-continuing material. Treast that in 10th Lauddort hand writing promptly after Ordning such knowledge.

25. COMMITTION: In recognition of the fact that the Lease provides for a Normoniage Rati based on Come Schamach by T. comet in of front the Promise, There a spece it the UT results are of the imprincipal as an absoluted to the Come Schamach by T. comet in the Come Schamach by T. comet in the Comet Schamach by T. comet T. co

CONTESTIONARIS AND LECKINGS. TO THE CONTEST OF THE CONTESTION OF T

(a) each such concession or license shall be subject to all of the terms and provisions of this Leass including provisions concerning statements, reports and sudis;

(b) the Great Sales (as bareth defined) from the operation of each much concession or broats shall be demand to be part of the Great Sales of Tenand for the purpose of determining the Percentage Rent payable to Landbord;

(c) the business to be operated by such concessionaires or licen sees shall occupy, in meal, no more than 25% of the sales sees of the Franties; and

(d) in no evert shall Tenant suffer, posmit, install or operate in the Premistal any obsoperated weathing machines or similar or other devices for the sale of goods, wares, serthandise, food and bewerages, including but not limited to, machines for the sale of cauchy.

27. SERMS: Subject to Exhibit. "In." I must shall, at the cost and expense, install a stribble identification tigo of each tree, design and character at Londone dual first approve in wering at a place or places designed by Londonic Tourn thall meanthm are just in given in section and expit. Other than such posmitted sign, Tearni shall me place or small or eaffer to be placed or installed or maintian as given upon or contide the Fermines of the Fermines and the met place or similal or suffer to be placed or installed on the accretion of the Fermines are provided as the second of the American and the second or the Committee and provided or the first and the second of the Fermines are provided as the place of any window or done of the Fermines are yigh, deconsider, latering, advertising nature, abude, bither of each tight of the Market place of the Permines are the second of the Permines and the second of the Permines are the second of the Permines and the place of the place of the place of the Permines are place of the place of the Permines are placed to the Per

28. ASSIGNMENT AND SINGLYTING: (a) Tenant may robbet the Premiets in part or in it emittedy or sating this entire Lase only with the prior written permission and content of Lacillord, subject to the condition the realizement content. Any non-inhibiting or staignment and its studyed to act to condition the realizement that he subject to act to condition the realizement of the times of my such prepared emberring or strippment, it cannot shall not be the condition of the condition

(a) If Tenum or is Concentra, if any it is conpression or patienthy, and if a any time during the last Found in person when, it is not placed by a confidence of cash compared in 1 only approximate the person when the base of Lasts, own a supplier of cash by concentration, and the steer any by the confidence of the confidence of the control of the co

(c) Novith standing anything beet in to the contrary, Teauni may savign or rabid this Lease without the content of Landoost only under the following circumstancer: (i) to define the sale of cill or a substantial portion of the stand or controlling interest in the securities of the the sale of cill or a substantial portion of the stand or controlling interest in the securities of the floating to the sale of the appropriate operating districts of the parally (iii) images or other corporation recognization or treatfer to perating districts of the purposes set forth berein.

29 <u>REALES</u>: (a) Ludderd shall not be required to make my replace or improvements of my kend upon or to the Permiss, except as stands in this Perspirit 29. Leadard shall maintain in good condimin throughout the Lease term and enake all the necessary species to the Shapping Center (studied) in the stands of the terms of the building (excluding the Senter of all walks of terms and stands all necessary species to the excess of the building (excluding the Senter of all walks of the control of the building (excluding the Senter of all walks of the stands of the

all Tourist cost and opposite to the provisions of mbape supeps) (a) of that Pengraph 29, Formst agrees, at Tourist cost and or posite to the provisions of mbape supersists and each and every put thereof for Tourist to an adaption the steep and maxima the Premise and each and every put thereof for Tourist was all agreed us, in good repire, order and constrain and to employee so who all know not do one that the premise and replacements thereon, and to the finance and explanate fleenth and the approximate durents in the premise of the premise of the supersist of the surface of the surface and the supersists of the surface and the su

(c) Teamt shall submit to Landbord plant and specifications for any such remodeling word, tegether with a determine of the retirement costs of each work and the same of the contractors Teams propose to engage at least rating (0.0) stay price to the data Teams it to commence any such remodeling work. After receiving Landbordt work on approval and price to the commencement of teal work. Teams spect to delayer to Landbord policy or certificate of workmard's compensation incurate: in stationcy limits from Teams's contractor as well as residence of univariance by Teams of the immunes coverage to be machinated by Teams theremost. Such work may then be commenced and shall be diffigurily protecuted to completion in accordance with each proposed palm and preferrables and all applicable laws, oftenments of Landbord incurance earliers, subject, however, to the team of Teams's indicatority at the found and Pengagin's law of Teams's obligation to immune each attended liability under Teams's General Liability policy.

(i) "Septin," as used in this Pengriph, shall mean all repairs, replacement, alteration, slatines in uppresented and betterment. "Mathiabs" or "ministenance," as used in the Pengriph 25, shall booked appropriate abouting, coding, impercient, chanke, including and cleaned of all pertions of the Premises, including all lines and pipes, as appropriate.

(a) Teast shill cert into series quair agent agreement which provide for the rights maintenant, service, prayer and spike-come (for castap), about it instance, squide forms during, to bot replacement, only to the heaft, mentioning and service (PWAC) explaned everyla for hearths, and shall provide Lendon with a copy of exhaulting (PWAC) explaned everyla for hearths, and shall provide Lendon with a copy of exhaulting the standard explaned everylates and the standard everylates of the standard everylates and the standard everylates of the standard everylates and an approvide examination of the performance of each related that the standard everylates are standard everylates and the standard everylates are standard everylates.

D. Tracket I FALUES. TO RENAM: If Toward thall full, relates or neglect to maintain or make repark it accordance with the terms and provinces of this Lease or if Landbords in required to make any practice with the terms and provinces of the land to make any practice of the provinces of the control control of the provinces of the control control of the provinces of the control of the provinces of the control of the material and to enter upon the Premaiss for each property and said to core and appears the read of the enter upon the Premaiss for each property and said the core and appears the reading contained in the Premaiss the formular. Any cost or expensive the control of Landbord or affect in any manuse the obligations of Teast hermalize. Any cost or expensive the control of the provinces of the control of the

(4) In the event (i) Landlard undertikes a substantial remodeling of the common areas analyte the exercise of the Shapping Centure, braiding, without limitation, an expansion of the Shapping Centure in an amount equal to or an execut of the present (10%) of the both extinting GLA of the enclosed and in (ii) this Least provides for a keast term in second of few (5) years, that the event entermisticated in Discook, Tennit half, at Fenantive into one and express, remoded the exterior and limitine of the Permisses and such remodeling work shall be completed within the (90) and are Landlard's completance of each remodeling work shall be completed within the (90) and are Landlard's completen of each remodeling work shall be completed within the process of the complete of the process of the control of the process of the pro

(b) Landard thall not be responsible for providing any meters or other devices for the measurement of utilizer applied to the Brening, except as or form in Euloph B. To ant thall make application for and except for the intuition of all such meters or other deviotes and Tomat thall be solely responsible for each promptly pay, when the and propuble, all charges for water, sewer, observed, observable, and any other utility used or consumed in the Frenziser.

(c) Should Landbord about or be required to supply any utility turvices used or consumed in the Frenius, Tennat agreet to reindures Landbord for the same at a contract to exceed that which the utility company would have designed Tennat for familising and which it and bused on a destribution or other use mothed for comparing the amount of utility usage. In the secondaries with Landbord billing, and each payment that lone psychiate Tennat's position, I find dispute it determined in Tennat's flow, by agreement or otherwise, Landbord bill refusal the overgopment to Tennat. Any bill or intersect shall be ideding and conclusive on Tennat's Tennat's flat to object discrete in writing (sating the research shall keep in good order not repair and the date florest (i) Throughout the Least Tenn Landbord hall keep a concessory repair to or replacements of each telephone reseway and/or interface writing yet on an each all makes any accessary repair to or replacement of each telephone reseway and to interface writing yet on comparing the Landbord bill and an all repairs threaten constrained by Premisers and the Tennat shall retailment codes the placement of each order to deplace and the comparing the telephone reseway and/or interface with the placement of each order between specime exclusively servicing the Premisers and the Tennat shall retailment Landbord then appeal on placement of each order between exclusively servicing the Premisers and the Tennat shall retailment Landbord then appeal in placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each order between the contract of the placement of each ore

sit. COMMANY ACADITY LEGS: Tours thall do all things recessary to provent the filling of any mechanical collections against the Numbers or system produced and the Stopping Center on the interest of the Landshitz against the Numbers or system produced the Stopping Center or wholmen of any dead of the superior to the Stopping Center or wholmen of any dead of the superior to the Stopping Center or wholmen of any dead of the superior to the Stopping Center or wholmen of any dead of the superior to the Stopping Center of the superior to the superior Center of the superior to the superior Center of the Superior Center

Texas or Texast's gents, semployes and contracted), and (ii) [II.addord is familising Texast any tulling or still fat the section for a local section for the fat the fatter of the fatt

(d) (i) Throughout the Lease Term Landond shall zeroy be good order and repair and shall mearth the spriktler system in the Pertiases, untaking checking, fetting and revoking threed, and shall meat any necessity speaks to complement of the imprilize system (compet that Tenast, a till septime, shall make any of all repairs not replacement of tento necestizated by any sets, contained to not competitions of the replacement of tento necessitated by any sets, contained to the competitions of the spring that the properties of tentor of the anti-spring any properties of the spring that the spring and (d) is should the utility company familities years to be performed as provided in <u>Beltistic 23</u> and (d) should the utily company familities years to the Shapping Contain large, settled the properties as been threed, which shill be in a measure squal to the product obstance by multiplying said charge by a faction, the numerator of which shall be to CLAs the foreignment and the document of the Termities and the GLAs the too Shapping Contar end thall be paid by Tenast within ten (10) days after billing by Lendard. (c) (i) Total that pay to Landard a charge (the "Water Charge") in the amount set forth is Pengriph (ii) of the Leas, on the first day of feach most in advance, for the familiting of water to the Premise by Landard (ii) Total representation the Water Charge thal be adjusted fourni time to time by a percentage factor equal to the precentage a forces or decrease in the amount of water used in a Premise a most of the water setting a forces or decrease and amount of water used in Premise a most of the water setting a force counterment of the Date of the Lease Term, and (fit) the Water Charge thall thus include all server charges if ruch server charges are blind to Landard by the utility company as a combined water and rewer charge.

(i) Transt thall pay to Landbard a charge (the "Stavenger Charge") in the amount set forth in Paragraph 1(Q) of the Leans, on the first day of each month in advance, for the familiating of trash and garbegs removal from the Primiser by Landbard.

13. AMES: (a) Fourt thall, in all instances, pay its propordionate there of all real estate taxes; (Taxes) which may be brief or seasonably the levels taxing atthiction against the tast, building and all other improvement and betermores in the Shopping Geleme. For the purpose of this Faragaph 33 only, the term 'Shopping Genee' that his close my adjacent properly leased by Landiced to a Department Steen building. He term 'Shopping Genee' that his close my adjacent properly leased by Landiced to the Department Steen building. He term 'Shopping Genee' as my owner of the Department Steen building. He term 'Shopping Genee' as my owner of the Department Steen building. He term is the compared to the stand of every installment thereof, which that is may during the Latas Term be loved, assessed, in proposed, become date as and payable, or these tops, or extrage in ouncerton with the use, increased valuation from a sia or otherwise, occupancy or possession of, or grave due and payable, or the compared the proposed per late, the compared the proposed per late, the compared the proposed per late, the compared to the proposed per late, the compared to the proposed per late, the compared to the proposed per late, the proposed per late, the compared to the proposed per late, the compared to the proposed per late, and the proposed per late, and the proposed per late, the proposed per late, the proposed per late, the proposed per late, the

(b) Tenent thall pay to Landond the Tax Charge (or defined hereafter) based on the amount of Tax to be sensed or holded so not a read around requil to the produce obtained by multipleing the entire amount of such Tax to be amount of the produce obtained by multipleing the entire amount of such Tax to by a feature of the produce obtained by multipleing the entire amount of such Tax to by a feature of the produce obtained by multipleing the entire amount of such Tax to be produced to the produced of the Previous and the demands of the commence of which shall be the GLA of the Previous and the demands of the commence of which and he the GLA of the Previous and the demands of the commence of which and he to the ChA of the Previous of the ChA of the Previous of the Shapping Center, conducted the space founds of the building sold, common area of the Shapping Center, conducted the space founds of the building sold, common area of the Shapping Center, conducted the space founds of the building sold, common area of the Shapping Center, (so the dates in the manner set forth in Prespoph 3.3 hereo), outfoor skin seat, project manager's office, speckanical purchases and to manner set forth in Prespoph 3.2 A determination by Landshrift weither shall be made in the manner set forth in Prespoph 3.2 A determination by Landshrift weither shall be made in the manner set forth in Prespoph 3.2 A settlement from a small part or pured of the Shapping Center (set of square the office). And otpor in the abstracts in which a determination thereof stall be required under the previous of this Lease. If any part or pured of the Shapping Center properly and the shapping center, forth purpose of square the set of Chan of parts in set function as the preparably seasesed and cared and and code of square that the set of Change shall be spaced by the state break the set of the spaced and the control of the state of th

(c) Any fixed ax year or years commencing during my Lean Year or partial Leans Year that he demand to commence to such Leans Year or partial Leans Year, except that with respect to the first and that Leans Years of the Leans Years, the Leans I Cans, the Tean first and the then current theat the year or years and the 1th Charge papilob by Tenant shall be precased from the Commencement Dies of the first Lean Year or partial Leans Year and to the odd of the lat Leans Year, as to which Tenant's chilgation shall survive the expiration of the Leans Tenn.

(0) Teart agrees to pay, prior to delaquency, any and all tears and assessment broked or assessed during the Lease Team upon or against (i) all fundancy, fixtures, (spit, equipment and any other permand properly mixable or backed which the Farmants, (ii) all affections, Addrians, beforement and improvements of whatenover lead or maken, ands by Teamer to the Farmants, subdicting their hipprovements and thermost mentions of Ballett, Elly a Teamer to the Farmants, subdicting their hipprovements and thermost the Ballett, Elly a Teamer to the Parties of the states may be reperately broked, teads and described against or imposed directly upon Teamer by the nating admirating, and (iii) the mental pays the benevated by Teamer to Landlord (other than Landlord Federal, State and local income leave thereon).

(e) Should any government al authority require that a tax, other than the Taxes above mornioned, be past by Trauscy but collected by Lendows, fix and on behalf of the governmental authority, and forwarded by the Landows to the governmental authority, the same shall be paid by Taxast to Landows, monthly, in advance.

EXHIBIT A - Proof of Claim - Page 12 of 32

made by Teast (het oost, expente sed resonable atmony' est appraiser feet) against des nent eurosching pymeets of the Tea Charge due from Tozant, or during the last Least You, Leadhoof with Irland Tozant's also of such ast ferback to Tozant's within thirty (30) days following the expiration of the Least Tozan.

- (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 senting forth such amount.
- (b) In the event of a good dath disput, "resurt thall pay the Tax Charge in accordance with the splitchish bill or extendent, and each payment thal be without paydidoes to Teaart's poortion. If the dispute shall be determined in Ireart's lawer, by agreement or otherwise, handbord thall infund to Fenant the amount of Tenant's overpayment.
- (i) Any such hill or determed thall to dermed theirly, and conclusive on Toward if Toward file to object towers in writing (sering the reason derived) yethin thirty (10) days that the date districts or if Toward fails to comply with the provisions of subpragaph (a) of this Toward with the provisions of the property of the Toward with Toward with the conclusive described by Taxor for which Toward or Toward with the date of the terms taxed. A copy of such tax tell thall, upon request of Toward to entertiate when available by Landhold to Toward.

A. COMMON ANNAL: All common rears and other common facilities (in reinable allicitive) washed 'common ear') made available by Landkett in or about the Simpping Comme and it is earlier to be established to common of Landkett and about the Simping Comme Landket, which is making to be established to the common of Landkett and approximate principle to the common of Landkett and the common and the principle of the common of Landkett and the principle of the common of Landkett and the principle of the common of the commo

Indicate healy suprestly reserved to right, from the b time, to continue, maintain and opposed highing and other facilities, elephoned and right and offer solutions seem; to police the seam; of paids of the solution of the of

Tenant, it customent, employees, invitees and guests, are hereby given a license during the Lease Tenn (in common with all others to whom Landlard has or may hereafter genet rights) to use the common areas of the Shopping Center as they may now or at any time during the result of customers areas of the Shopping Center as they may now or at any time during the result of customers are successful to the support of the support

Tim acti provided however, that if the size, hondron or arrapporation founds comman areas at the though of destribes are grinten forming a part denoted to supple or destribes and the subject to any licelihy, not shall linear by metrical to supple command as distinuition of the subject to any licelihy, not shall linear by metrical or the subject to any licelihy, and shall linear by metrical or the subject to any licelihy or the subject to a subject to any licelihy or the subject to the subject to

see and facilitate in good outer, condition and repair. Tenant spreas to pay Londowl, in the manner provided and at compared for subsprace, paying the common manner provided and at compared for subsprace, paying the common manner provided and at compared for subsprace, paying the common manner provided and at compared for subsprace, paying the common manner provided and at compared for subsprace, paying Control and the paying Control, paying control, paying control paying control, paying control paying control, paying control paying control, paying control paying control paying control, paying control paying control, paying control paying cont

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B

to the Tenant as Electricity Charges as detailed in paragraph 35(c) below. Landhr any or all of said services to be provided by an independent contractor or contractors

(b) Traust's Common Area Charge shall be an amount equal to the product obtained by multiplying the Total Operating Cours pide or incurred by Landbord during the first accounting period and each subsequent accounting period, as leavantile defined by Endexin, the numerator of which shall be the GLA of the Permitter and the demonstrate of which shall be the great or (i) girbly percent (1989) of the GLA in the Stopping Center, or (ii) the GLA in the Stopping Center, or (iii) the the GLA in the Stopping Center, or (iii) the third the state of the Stopping Center, or (iii) the third the common area Charge; that the CLA in the Stopping Center, or (iii) the state of the CLA in the Stopping Center, or (iii) the state of the CLA in the Stopping Center, or (iii) the state of the CLA in the Stopping Center, or (iii) the state of the CLA in the Stopping Center, or (iii) the state of the CLA in the Stopping Center, or (iii) if Landbord though the contains a movine define common area contained the common Area Charge; and (iii) if Landbord though the Stopping Center, than the the purpose of complainty Tenant Common Area Charge, the Operating Cent pid or incurred by Landbord thus the individual to the Operating Center of the the purpose of Complainty Center of the Charge of the Charg

(i) During that portion of the Lates Term folling with the first excenting period (object to adjuncture as an election) in subparagraph [91] hereo), Team shall pay Lacilined exactly), in advance, on the first sky of each month, a sum in each amounts as serbilled to Team by Lacilined, as an estimate of Team in these of tools like to Operating Costs during the first accounting period.

(2) The foreging estimate sum user subgraups) (x)() shall be splitted for multi-religionary (x)() shall be splitted for a state for an experiment of the state for an experiment of the state for a state for an experiment of the state for a state f

(i) Within ninety (ii) bays following the end of the first accounting period and each minequent accounting period, Lendard shall famin I frame a written externest covering the accounting period, Lendard shall famin I frame a parent hexadesson of the actual Total Operating Costs, the amount of Team's Common Area Charge for such accounting period and the payments made by Team's with expect to not accounting period. Team's thall pay Lendard the deficiency within fifteen (10) days after the famining of said afterment; and if shi payments account for martie Common Area Charge, for famining the payments account and the Charge Team's Charmon Area Charge, for thing the last Leave For Lackard with refund such account of Team's Common Area Charge, for extrag the last Leave For Lackard with refund and account of Team's Common Area Charge, for extrag the last Leave For Lackard with refund and account of Team's within thirty (20) days following the expiration of the Lace Team.

(4) As to the first accounting period or any subsequent accounting period a portion only of which is comband in the Least Term, Transf's collegation for a shear of the actual Total Operating Courts shall be protected on the basis of the actual number of days in the protection of such accounting periods contained in the Least Term, as to which Termet's obligation shall survive the expination of the Least Term.

(3) In the event of any dispute, Tenast shall pay the amount of Laubact's bill or statement, and such payment shall be vision; rejection to Tenarity portion. If the dispute shall be determined in Floranti from; by agreement or of convints, Laudard shall refund to Tenath the amount of Tenanti correpayment. Provided Tenanti is not then in default under this Lean, Tenate may, it is experise and on not ten than fifteen (15) days prior written notice to Landout of Commonwealth (15) and (15) and (15) and (15) and (15) and (15) are commonwealth (15).

Novetheranding sprifting to the centrery contined former, thinks by Texasi to preside this provide of the gament kersis, not Landon'ts of sprints any Texas to sell within the president time provide of the fallow of eather party to otherwise also occurred or this plans the afficiency of the fallow of the fallow of the thinks of the contract of Charges ("CAMP) with the providence of Auditional Fallow of Common Area Materianes of Charges or feat it with inches (12) possible of the date any statement for Auditional Rener of CAM charges or the at it within the (12) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the date any statement for Auditional Rener of the Party of the (13) possible of the date any statement for Auditional Rener of the Party of the Party of the (13) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the date any statement for Auditional Rener of CAMP of the Party of the (13) possible of the Party of the

is decrated a waiver of the applicable audit or dispute right a say right to contest the Additional Rest charges (undercharges overcharges) for the applicable Lease Year;

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

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constitute full release of Landlord by Tenant for any consciouse of Additional Rent more than one (1) year old and a full release of Tenant by Landlord for any undercharging of Additional Rent more than one (1) year old

(c) Normaticating anything herris to the centrary, Tourist thall pay to Landard a three of the descripty come froumed by Lacdard in relation to the common seems of the Shopping Centre. The Electricity Design shall be an amount equit to the product obstanced by matchlying the final Electricity Lange shall be an amount equit to the product obstanced by matchlying the final Electricity Landge shall go for the accounting provide and each to hostique at accounting particular and endominates of whotch at all be the generate of (0 rights) process (60%) of the Fronties and the demonitance of whotch at all be the generate of (0) rights process (60%) of the Fronties and the demonitance of whotch at all be the generate of (0) rights process (60%) of the Shopping Centrar, or (0) the GLA, in the Shopping Centre compact by remain of the Shopping Centre, both determined as of August 1 of each Lante Year. Toward a Electricity Charge shall not be subject to any cap on asmul increases. (5) Azy path bill or externant shall be deemed binding and carchaire if I nest fall to object thereto is writing (eating the resons thereful), within they (50) days after the date thereof or if Tenant falls to comply with the provisions of subparagraph (5) of this Paragraph 35.

PROMOTION OF CENTER AND TENANT'S BOSDESS INTENTIONALLY DELETED!

17. DEDENITY: (A) LAIDLEDES INDIGHTS OF TEMANT ENCIRENT OF:
(B) ANY CLAMA OR LOSS COVERED BY TEMANT'S INSURANCE ACTUALLY
CARRIED BY TRANT OR REQUIRED TO BE CALRED BY TEMANT'S INSURANCE ACTUALLY
CARRIED BY TRANT OR REQUIRED TO BE CALRED BY TRANT INDER HIS
LASS, (III) ANY BLACARDOUS OR TOME MATERIAL CLAMAS OR LAMELTY,
CONDEMANTING OR DREE OR CASULTY CLAMAS, LACE OF WHICH SHALL BE
CONTROLLED BY THE SPECIFIC PARAGRAPHS (DEED HIS LEASE DEALING
WITH THOSE MATERIA, ANDOR (III) ANY FOURTY, BACH, DAMAGE,
LIABILITY OR CLAMS ARESING FROM OR OTHEO OF THE WILLIFEL ACTS,
MESICONDUCT OR REGLIGATES OF TEMANT, ITS MERIOFIES, CONTRACTORS,
ACRITS AND INVITERS, LANDLODS SHALL PORSENDEY AND BOLD TEMANT,
HAMMLESS (GUILDING TEMANTS COLUMN, BURNITURE, STREET, TO THE SPECIALIS, CONTRACTORS,
ACRITS AND INVITERS, LANDLODS SHALL PORSENDEY AND BOLD TEMANT,
HAMMLESS (GUILDING TO TRANCES CONTRACTORS,
ACRITS AND INVITERS, LANDLODS SHALL PRESENDER, MORTH, MORTH,
HORDERS, MECKES, CLAMS, LABLITHES, SITH, BURCHTEN,
HORDERS, MECKES, CLAMS, LABLITHES, SITH, BURCHTEN,
MECKES OR DAMAGES (GUILDING COSTS AND EMASONABLE ATTORNEY
FEES, MESSER OUT OF OR SECURE PROOF OR OTHER ANY FORM ORDER, BECURE,
DEALTH, OR DAMAGE TO PROPERTY OCCURRENCE ANY ORDER, DECEMB,
MERCHANCES OF THE SERVICE ON THE ANY OWNERS TO LOOK
OTHER TO ANY DISCUSSION OF THE STREAM ANY FORM ORDER, BECURE,
CLAMA LIABILITY, LOSS SHIT, JUDGMENT OR DAMAGE INCIDEND BY OR

BROUGHT AGAINST TENANT PRIOR TO MAKING A CLAIM UNDER OR SEEKING TO ENFORCE THIS INDEMNITY.

TRADETED BY LANDLORUS SUSTANCE AND REPORT OF REPORTED BY LANDLORUS SUSTANCE AND REPORT OF REPORT TENANT'S INDEMNITY OF LANDLORD. EXCLUSIVE OF: (I) ANY CLAIM LOSS COVERED BY LANDLORD'S INSURANCE ACTUALLY CARRIED BY

TENANT SHALL STORE THERE PROPERTY IN AND SHALL OCCUPY AND USE THE PREMISES AND ANY INFROVENCES IN THEREIN AND SHALL OCCUPY AND USE THE RIPO AND ALL POSTON ON THE SHOPPING CENTER SOLED AT THERE AND ALL POSTONS OF THE SHOPPING CENTER SOLED AT THERE OWN RICK AND TENANT AND ALL THOSE CLAMMES BY THROUGH, AND UNDER TENANT HEREBY KREASE LANDLASHO, TO THE ULL EXTENT DOWN RICK AND TENANT AND ALL THANSE CLAMMES OF THE SECONAL OR SHOULD STREET AND ACCURATED AND SHOPPING ALL OR SHOULD RUTHER, DAMAGE TO MERCHANDES, EQUITMENT, INVITANCE OR SHOULD SHOW OF THE STREET, OFT OF SHORES OR FROM BOY OR ACCOUNTY OR SHOULD FROM THE OR RESILLING FROM BOY OR ACCOUNTY OR SHOULD SHOULD BE OR RESILLING FROM BOY ACCOUNTY OR SHOULD SHOULD SHOULD RETAIN THEREOF.

(B) LANDLORD SHALL NOT BE REPONSITE OR LIAILE FOR DAMAGES AT ANY TIME FOR ANY DESCRIS, LAIRNT OR OTHERWISE, IN ANY BULLINGS OR LAF ROWEMENTS IN THE SHOPFING CENTER OR ANY OF THE SUITINGS OR LAF ROWEMENTS IN THE SHOPFING CENTER OR APPLACED SHEED, NOR SHALL LANDLORD BE RESPONSITE OR DIABLE FOR DAMAGES AT LANDLORD BY LARGE OR APPLACED OR TO ANY PROPERTY OR BURNESS OF TENANT, OR HOME CLAIMING BY, THROUGH OR TO ANY PROPERTY OR BURNESS OF TENANT, OR HORSE CLAIMING BY, THROUGH OR THOUGH AT LINEAT FOR DAMACHING INCOME, ENGAGE OF THE PROPERTY OR SHEED, SHOWED AND ANGLE OF THE PROPERTY OF THE (C) LANDLORD SHALL NOT HE RESPONSIBLE OR LIABLE FOR DAMAGES AT ANY THEM TO TENANT, OR TO THOSE CLAMBRIG BY, THROUGH OR HORDER TENANT, DOR ANY LOSS OF LIFE, BODILY OR RESCONAL JURING, THE ANY ARE TO PROPERTY OR SETTINGS, OR THE HIGHTES INTERRIPTION, THAT MAY BE TO PROPERTY DO RESTRUCTION OF THE MEMORY, OR ANY OTHER PERSONS, OR ANY OTHER TENANTS OR OCCUPANTS OF MY PORTION OF THE SECOPTION CENTER ANDOR THE DEPARTMENT STORES ADJOINTING THE SHOPPING CENTER.

(B) TEVANT EXPRESSLY ACKNOWLENGES THAT ALL OF THE PORECOING PROVISIONS OF THIS PARACRAPH IT SHALL APPLY AND BECOME SEPECTIVE FROM AND AFTER THE DATE TEXANT OR THE AGRITS BATTER UPON THE PREMISES TO UNDERTAKE ACTIVITIES PERMITTED HEREUNDER.

34. <u>This hettherity</u>: (a) <u>BL Landonty</u>: Landont agree, during the Laue Term, to procure and marketin insurates against five, wordshirm and mailedout mitablest end such other purils as as from times to thus included in a studied extended towards over age and creament narring the building improvements and teterament described in <u>Bahkhi Ti.</u> Oscreption of Landonth Workji in an amount qualit to our handord spectrate (1909) shart implements on electratives of the cost of footings below there level, excavations and foundational. Any insurance provided for the cost of footings below there level, excavations and foundational. Any insurance provided for the first of the cost of footings and the cost of footings of the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings are considered to the cost of footings and the cost of footings are considered to the cost of footings are footings and the cost of footings are considered to the cost of footings are conside

(b) <u>El Pauly</u>. Totait agret, during its Lease Term, to procee and matrial interact against fire, cardiquate, variablem, malicious mischeli, ward damage and optimible islange, and each other print as are from time to time instanded in a standed extended coverage endocument intering the (b) building improvements and betterment to the Permitter described in Emblit. "In: (Description of Termat Work), (i) any permitted alteration, addition is improvement; such by Termat to the Permitter at work (ii) any permitted alteration, addition is improvement and by Termat to the Permitter at work (iii) Termat termat, betterment or properly matrices in a shortcast (ii) in the whate shape of such replacement cost, including, by endocrement, say increase in an water shape of the third grown and (iv) have the substitution of the State of Termat, Include the total componentials into of the State of Termat and State (iii) and the state of Termat, Luchort and Luchbert merciption, at the transport in the state of Termat, Luchort and Luchbert merciption, at the transport of the transport in the state of Termat, Luchort and Luchbert merciption, at the respective interest may appear. If I must fait for reducts to procees and materials the required moment of interest and a retail thereof in a first part of the state of the

(4) HAIFE OF SUBROCATION: LANDLORD AND TEVANT EACH HEXREW WAYES ANY RIGHTS IT MAY HAVE AGAINST THE OTHER (MCLIDING, BIT WOT LATTED TIA, A DIRECT ACTION OF RAMAGES OF ACCOUNT OF ANY LOSS OR DAMAGE OCCASIONED TO LANDLORD OR TEVANT, A THE CASE MAY BE WHETHER OR NOT SITCH LOSS OR DAMAGE IS CAUSED BY THE FALLT, NEGLIGIEVE OR OTHER TORTHOUS COUNTER, ACTS OR OMISSIONED OF LANDLORD ON THEM AS TOTHER MESTECTIVE OFFICERS, DURCTORS, MEPLOYERS, AGRICTS OR INVITESS, TO THEM RESPECTIVE PROPERTY, BET REMEATES, ITS CONTENTS OR TO MAY OTHER OFFICERS OF THE BUILDING OR THE PROPERTY ARENGE FROM MAY HER COVERED BY THE CURRENT TEXAS STATE BOADS OF RISHBANCE FROM LIGATED FROM OF THE PROPERTY ARENGE FROM ANY HER COVERED BY THE CURRENT TEXAS STATE BOADS OF RISHBANCE FROM LIGATED FROM OF

PROPERTY INSURANCE AND FIRE AND EXTENDED COVERAGE INSURANCE REQUIRED TO BE CARRIED BY TENANT AND LANDLORD RESPECTIVELY, NODER THE LARGE IN A NATIVE WANTED AND LANDLORD RESPECTIVELY, NODER THE LARGE IN A NATIV WANTED REGISTRANCE POLICY IN THE PROMULACITED FORM AND LARGE WAS A PARTY WANTED COVERAGE RESURANCE POLICY IN THE PROMULACITED FORM AND EXTENDED COVERAGE RESURANCE POLICY IN THE PROMULACITED FORM AND LARGE RESURANCE AND AN AREFORMATION OF THE PROMULACITED FORM AND RESPECTIVE RESPECTIVE RESURANCE COMPANIES AND AN AREFORMATION OF THE PROMULACITED FORM AND RESPECTIVE RESPECTIVE RESURANCE COMPANIES AND A PARTY MATTER RESPECTIVE RESURANCE FORMATION AND A CREEK RESPECTIVE RESURANCE FOR ANY BALFE ALBERT RESPECTIVE RESPECTIVE RESURANCE FOR ANY BALFE ALBERT RESPECTIVE RESURANCE FOR ANY BALFE ALBERT RESPECTIVE RESPECTIVE RESURANCE FOR ANY BALFE RESPECTIVE RESPECT

(d) TRANCE'S LORATIONAL INSTIDANCE. Turnet agrees to recome and keep in free form and other for done Londond shall deliver posteration of the Pennistes to Toutal and throughpoot the Lanes Londond shall deliver posteration of the Pennistes to Toutal and throughpoot the Lanes Touta, at Faunt soin cost and cropates (D) Comprehensive formed building humanists on a comments best with minimum limits of liability in a measure of Constitution for the Constitution of the

39. <u>Note and the contract and the contract of the contract</u>

(c) All policies of finumon procured by Tenest shall contain and excensent providing at follows: (i) such incuration may not be materially charged, amended or cancelled with respond to Landface except after first (191) day; prior writing notice from the inturance company to Landfacel, need by registered that; (ii) that Tenast shall be solely responsible for the payment of all premismas under such policy and that Landfacel or other parties required to be named at additional humed at hall have no obligation for the payment thereof movintuated that it such parties are named as an instance.

The cagana policy or policie, or dally executed certificates for the same, or with reasonably subfactory evidence of payment of the premium thereof shall be seried to Landowst on or before the Communication Date of the Lant Torm and upon 27

with they (9) days after billing for Tenach there of the preturns for the instance and extended coverage processed, and makestands by Leadord coverage for buildings and autored coverage processed, and makestands by Leadord coverage for buildings and improvements new or breacher constructed in the Stopping Center. Tenach's date of the preturns of all regular bills proceed obtained by multiplying the stad precedent by a facefore, the numerator of which shall be the GLA of the Fernatist and the demonstrates of which shall be the greater of (9) skelly preceded (90%) of the GLA in the Stopping Center, or coupled by treatest of the Stopping Center, bed determined as of August 1 of each Lease Year. Together with Leadord's attenuate of any num payable by Tenact bresunder, Leadord shall finish Tenach with a copy of the computations thereof. Leadord reserves the right to include a such change in Operating Cont.

41. <u>DESTRUCTION</u>: Format thall give prompt notice to Landard in case of my fire or other damage to the Frantise. If (4) the Frantise thall be damaged to the section of firsty percent (1976) or more of the court of right-more affecting that all roy (2) years of the Lans Term or (b) the buildings constituting the Strong Caute thall be damaged to the centum of thisy percent (1970) or more of the cost of replacement derived during the last row (2) years of the Lans Term or (b) the buildings constituting the Stopping Centre and the scale and the roy (2) years of the Lans Term or the cost of the cost of replacement derived during the last row (2) years of the Lans Term or the standard during the Stopping Centre are changed and and thereoff olders are similar to repeat the buildings constituting the Stopping Centre and the stopping can are in the standard of the register of the cost of replacement derived the standard of the propring Centre and the standard the stand to easy and the Lease hall derived notice of which makes (a) that the standard the last the standard of any through the standard the s

(20) days parior to the expiration of any such

40. ZADENTI (2) ENTINANCE PRESENTALE (3) Tourst shall not stock, use or sell or pounts or cutfix a parameter, and not pount or cutfix a parameter, and not not of the Promises which may be prohibited out, used or told or profess; an owner produced to the produced of the Promises, the building of which it from a part and/or set) produced to the Promises, the building of which it from a part and/or set) promises are also therefore the property of the cut of the Promises, the building of which it from a part and/or set). The rather shoulding of which it from a part and/or set) profess of the produced of the Promises of the cut of the Prom

(198) days after each demonston occus. If Leafond's tenshie or unvilling to make smalt repairs within said one himsted and elghay (180) day fine period. Tomes that have the option to tenume that Lease by providing Leafond at least stray (60) days written active of Etamat's creates of the work requir. If each other than the contract of the work requir. If each other than the contract of the work requir. If each other than the contract of the work required to the three than the contract of the work required to the three than the contract of the provides of Etamat's that contract the operation of Team's business or any part three for no demanged unity any part standpoint of predicts to be management.

- O. COMMONATORY (v) (2724): If the whole of the frames or sub-part throat a will reduce for examine uncertainty in part careful call in a quantity of the original of the by-part careful call in the sup-part or the private problem is less throat, then this three years from the care purpose or by private problem is less three part of the date of the date of the vertical in case and terminate as of the date of the vertical in case part of the date of the vertical in case procedure.
- (b)) Lattic: If twenty-five percent (29%) or mare of the GLA of the Fronties shall be to triam, then Landout and I tream that such have the right to termine that Least by written motes given to the active within rich (9%) days after not ack of the retaing in each proceedings. If any part of the Frentiest shall be so skeen and this Least but the first search and the tream and profession shall be reduced in the sum shall common and there are direct, except that the first Melmann Rent shall be reduced in the sums preportion that the GLA of the size found of the Landout shall part of the part of the search repairs of alternative (which we not first, except the search of the shall be reduced in the same preportion that the of GLA of the investion statements (make all necessary repairs or alternative (which we first statements with the search of the Shallings, photonal perport), describent, stign and common to the shallings, photonal perport, describent, stign and common to the shallings of which the year are first increased with the statement of the hallings of which the year are found to complete the cannot be received by Landout of the shallings of which the year are considered as demands on the shalling of statement of the hallings of the property of the shallings of which the best of the shallings of which the property of the shallings of which the property of the shallings of statement of the shallings of which the property of the shallings of the shallings of which the property of the shallings of which the property of the shallings of the sha
- (c) At used herein, the amount received by Lanchert thall mean that persion of the search in conformation reviewed by Landhord from the condomining anthority which is free and clear of all prior chains or collection by the holders of any mortgapes or does of first or any ground or underlying hence and lest reasonable attorney) and appraisart feet.
- (i) If more than thy percent (19%) of the GLA of the building of which the Premise times part or of the Suppring Center that he take as decreast, Lendond shall have the right, by written notice given in Team, to terminate the Leas, such termination to be discovers as of the date of title verting in tash proceeding.
- (c) If as a rentil of such taking, my or all of the Dayactmost Stores skjotning the Storping Center cases operating at inclusion with the public or smooth or terminate it or their responsive beaut or operating agreement. Lendord and have no right, by written notice given to least, to terminate the Language and the storping of the public or smoothloom of such hastes or exponents, whichever the one may be intrinsed with the public or smoothloom of such hastes or exponents, whichever the one may be storping or parts of the parking areas as a read of such a first grant and not constructive protects (1895) thereof as the same critical parts or parts of the parking areas as a read of such a first parts of the parking areas to decreased as actual or constructive revision. If as a read of such sking of the parking areas to decreased an actual or constructive revision. If as a read of such sking of the parking areas to decreased an actual or constructive revision. If as a read of such sking of the parking areas to the same are reduced above fiver present (6994) henced, Landords and this research by protecting and in connections to the property of Landords and this research by received a first connection storewish. Landords and the research protecting areas so that no comply with the provision of the preceding sentence of this Tranguage, the manufact and attent and have the right to connection attentions that it area, and the manufact and attention to the process of the proces

whether (ii) Awart: All demages or compensation awarded or paid for any such taking whether for the whole or a part of the Francisco or any part of the leach boddings and improvement construinting the Simpley Carter, shall being to end be improper of Landord without any participation by Teners, whether such changes or compensation hall be severed or participation by Teners, whether such changes or compensation hall be severed or participation to what of the forest or in the heast-old entire created hereby, and I must involve expensity were and activitapations all oblams to such word or compensation that be sovered or expensation of the right to purchape to any such condemnation proceedings against the constraints of the propriate Center, provided, however, that noticely begainst the constraints of the provided forest the constraints of the transit of the Lance whether the provided provided property which motive through on both the condemning authority, but any against Landord, for the value of or changes to soft the recoverable by Tenerit in Tenerit one right provided further than no such claim shall demind not otherwise affect Landords were. It allowed to a social and obders to the other all information that may be required to efficience the providents of this Paragraph 4.0. (i) Any tab, park, deficien or thing of periphent or perimeter parts or portions of the public great of the Shapping Genere the neal violenting or the disspective proposes or do the first perimeter of collisies desired as the first of the collisies of the first perimeter of the first perimeter

43. <u>BANKETTY NEW YEARS</u>: The parties acknowledge that the Frenites occupiled by Transi carrier of a more building located with an integrated shapping circuit evolutionary are unashed and operated by Landrag and in the several Transit becomes adolpted to volutionary are wroturney proceedings under the absorptively Referre Act of 1978 (bet "Act"), at the same may be attended to proceedings. The parties informe acknowledge that the other to protect the min of former and proceedings. The parties informe acknowledge that it order to protect the min of former and proceedings that the proceeding occurs and to provide the sales volution activates the one former are within the Shorping Centra and to provide the sales volutions are included from I carrier to termine a population by their object by the provision of Freugapits [10] in add 21 tenses, and that the occuminary of the Lease to the country, in the sevent Franzit becomes subject to volutionary proceedings under the Act and Transit or any turture, reserve or the motifical of Transit or of its assets or proporties shall neight this Lease, my said all emounts paid or to be paid by or far the according under the Act and Transit or and assignment and hall be and transit to the Leadent said any said all such amounts or such according to the transit of the Leadent said any said and mounts received by Teams or such country.

44. PREMITY. A. The occurrence of my one or more of the following events shall consisting a "Refair" by Tenute and shall give rise to Loubler's remodest at front in Prangapiri 44(3) below. (a) althus to make when the any payment of Rent, ultimes and follows in tempth 44(2) below. (b) althus to make when the any payment of Rent, ultimes are printed as within five (b) days of the fact date of each payment; (ii) failure to observe a prefirm any term or condition of that Lease often than the payment of Ent, (following written action, unless such that are the payment of Ent, (following written action, unless and (iii) (i) making by Tenurie even gazarent or distributes (Fact, following written action, the part of the benefit of creditors, (b) fluing by or against Faction for Special contraction of a straingment for the benefit of creditors, (b) fluing by or against Faction for Special contraction of the straingment for the benefit of creditors, (b) fluing by or against Faction for Special contraction of the straingment of the strain or each Outstanch, the same is dismissed within a test probagal charges of the straingment of the straingment

(a) If this Lease is reminated as provided in this Pengraps, all reast shall be paid by Tenerity to the lear of the date the possession is no taken by public suitority or the date it ment vesses the Premiers, and Londont shall make an equitable refund of any rents paid by Tenerit advance and not cannot.

conventing of a searching of its creditors or any clear thereof for the purpose of effecting a memorarism upon a comportion of its dark, (6) Intent or any Comment inclinately of arbitraries of an abshibly popy is observed the ground of the control of the contro

B. <u>Expenses</u>. If a Default occur, Luckled shall have the rights and remotive increasing set of control of the control of the Lucy which shall be disting, oppose and cumulative with soft in solition to any office right or concey allowed under any Law or other provisions of this Lease:

(i) IZMANIZINE (LAMES IN DO ACCUMENT OF A SCARS BY TRANS throwned or, Lambest in procurement of Lames by grings grings into accument of the (whereapon all obligations and including lames of Lamester for termine and in termine and in termine and intermined procure for the contract of the lamester of the lamester of La

(a) accrued Rent to the date of incrementation and late charges, plus interest or award by any court of competent justification, the unamentated cost of the annual improvement to therefore and commission, attempty fees, moving allowance and any other costs increment by Landstort in concentration with missing or executing allowance and any other costs increment by Landstort in concentration with missing or executing allowance and to recovering the Permitted and the control or herbridge to Permitte (nototing without limitation, adverticing costs, twickings fees, learling commission, a secund by amongst fees and redshifting costs and other costs in redsying the Premitted for a new tenants).

(b) the present (8.0%) per annual (the North (Stroomed et a rate of bistenest equal to eight precent (8.0%) per annual (the Totocourt Race") float would have accorded under the Lease term for the bistances of the Lease term (the Totocourt Race") float would have accorded under the Lease for the Lease term (the Totocourt Race) float the new accorded to the term of the term and the state of the Lease term (telemented from the precent value of the series) that contract a few floates of the Lease term (telemented from the precent value of the Strometer or, if the Premises for such behaves of the Lease term (telemented from the precent telemented from the precent from a comparable lease and the period of time the Premises may retained and comparable toward breath value the Cardificed is able to release the same to a strikely replacement telement, it being agreed the Leadfred the Jabo to release the same to a strikely replacement telement, it being agreed the Leadfred the Jabo to release the same to a strikely replacement telement, it being agreed the Leadfred the Jabo to release the same to a strikely for the production of the remount recensive to compensate Leadfred the Leadfred the Leadfred the Leadfred the Lead they found to the Premiser, and attempts few, abertaing outs, and break-sage commissions for same the Leadfred the Premiser, and attempts few, abertaing outs, and break-sage commissions for some dealth of the premiser, and attempts few, abertaing outs, and break-sage commissions for some dealth of the premiser, and attempts few telements of the term the second for the termination day, leasers by a second of the termination of the James's Default, and Tenents obligation for the Stromether (or known the second for the termination of the James's Default, and Tenents obligation for the Term, have not explode proceeding the opposite to the degree of the threath of the termination of the Term have not exploded, beaut of the termination days. In the second of the Termination of the Termination of the Termination

(2) <u>REPOSESSION AND REPORT</u>. Upon the occurrence of a default by Faunt hereusder, Leathert may, immediately terminate Faunt's right of posteration of the Perminate chilerpoon at obligations and histility of Landbord hereusder shill entermisely. but not terminate this Leate, and, without motica, demand or hability, after upon the Perminate or any part p. Communicacións 1800 DOC; 1800 C), 1800 C),

(3) CRIMENTO COLLEGATION. No exponention of or reserving upon the Presistes or only part denoted presents of cashpacepph 44(9(2)) show or a collegation of collegation o

(d) COLLITE ELECTRIC NO (d) or remode better confirmed upon a reserved to Lardinel is uncluded to the enthusine of pay due reflect are remode and every produced and the confirmed and the enthusine of pay due reflects are remode as a confirmed to the parties and in addition to tap does agilt or example, parties are the parties of the parties of the desired and the parties of the

(6) LETCLUSES\_MONTENERY AND PRETENT ANY PROPERTY OF WHICH the date while extent interest from the date also at the Default false until propriet is notived by Landord. Shall interest promotes that not be depend courset by Landord to the proposate, not a waiver of Landord to that open date by populate at any time, not a waiver of any tenucleas to which Landord it grafted as a result of the iste payment of Lant. (5) SECTICE PRINCIPACION AND COLLECTION OF ECOT. Leaderd that it all times have the right without prior demand or notice study at expeited by applicable Law on; (f) sold any declaratory, physicartes or other question breaks, and expectively be entered that Lead or extends a violation of any provision beneak, and I must breaky waiver any right to require that Leaderd we had not connection thereoffs, and (f) not for any collection propriets and the collection purposed Read which has account.

(i) Landouble College of Respect Designation (in the set of the primary solitories and set in Landouble and Respect to State and State (College of the set of the set

threed, the should potentian of the same, expel or tensors Transit and any other person of entirely who may be compring the Frentists and stage this doubt. If Landshed terminates I cream's persons of the Transition and the Transition and the All Breen to obligation what receive to mode to Iranair a key line new holds in stall here in obligation what receive to mode to Iranair a key line new holds in stall him to the Transition, (ii) I forms stall have no differed gript to primation of the Transition, and (iii) Landshed shall have no obligation what receive to relate or statings to robe the Frentists, and conducted that I Landshed shall have no obligation relate the Transition et any part densely to reput the stall propagation of any indistributions other that Bank due heremarke the Landshed (iii) and the propagation of any indistributions of the landshed the presented from I fearer to Landshed (iii) and the stage of the Personairs, in the stage of the presented of the Intelligency accord, to the payment of the propagation o

(9) Bab Bary Capacas: if coming the Form, at it may be receded, the other treathest two (2) or more check from Teams which are naturally. To mark the first inflicites the contract many require that all divided threather to back certified or earliers divided. Institute many that all divided threathers to be remarked in the contract of the remarking. All bank service charges resulting from any back circuits shall be borne by Tenner.

abtractions and additions, releasing acceptance of keys from Tearny, or mystestical, repairs, changes, attractions and additions, releasing acceptance of keys from Tearny, or my other action or orientists of the Tearny of the Action of the Control of the Contro

hall not give rise to a canner; American D. Deputing S F LANGOLG. Landowd thall be in default under this Lease if Landowd (full to perform any of it obligations incrementer and said failure continues for a period of they (91) days after Tenant delivers written notice thereof to Landowd (to ach of the adverse required by this Section) inch ach montgage with has a line spirit any period of the property and whose tennes and address has been provided to Tenant, provided that if such failure counter tenantishy be used within said thinty (90) day period, Lendows thall not be admits harmonize if the contribute accommendate within said thinty (10) day period and it threadless the montain the commendate of the contribute of the con

disjustly pursued kan blue det. In se sent shall (i) Teaul chian a constructive or scala system or that the Tremins kan become untable his between the or the the Tremins kan become untable his between the or the tremins and the constructive or constructi

E. CERTAIN IMPLIANCE ON LANGUAGES BY LANGUAGES SCREENWARE COVERED BY THE LAKES.

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(A) TEMANT 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 CONNECTION WITH THIS LEASE.

4.5 Labitional Lies; Tenet breby expressly pant to Landacel a searity interest in and an express contractual line upon Leonards on my defer purity spoods, were, equipment, rigars, finance, families and onle processal property fishanced in or on the Parantas, the chinal staffse equipment property property and on the contract, the chinal staffse equipment property of the contract of the objection under the Lates, and ends peopry that not be performence by Tenen and of the objection under the Lates, and ends peopry that not so the remarked from the Parantas without the written content of Leadaced until all rests and other nums of financy than due to Landaced shall have first been paid accept for the abole of inventory in the official property of the date to Landaced shall have for the parantal treatment of the matter of the second of

provide proof of each fitting to Landford. Upon an occurrence of an Event of Publish by Treast, Landford may in addition to any other extended, using upon the Premises and the posterior of each secured impropry intensed on the Treastest vertical likeliky for trappes or conversion, and set off the same with outlook and public are private than, when for vertical terminary and the outlook are strongly as the property and the conversed with the healing of posterior and sub- of the property, as a way and an appear are concerned with the healing of posterior and sub- of the property, as a way as a first agreement on the property as a way as a first agreement on the property as a way as a sub- or the property as a way to be provided by Tana, Tana according interest and contractable like in the memory provided by Tana. The security interest and contractable like in the collected shall be an addition to any Lendforth that many now or at any time intensified to provided by Tana.

66. ACCESS TO ENDRESS: Londock and it authorized expreentairies shall have the right to their upon the Frentiss during all regular burness hours for the purpose of impecting a cathering the same to perspective purchaser, naregapes and censor. Londoch chall have the right to maintan and repir all talling equipment, in, upon, however, under the Frentises as may be received in maintan and repir all talling equipment, in, upon, however, under the Frentises as may be received in the servicing of the Premises and to the Shopping Centre. Londock thall have been the right to extre the Frentises and or the Shopping Centre. Londock thall have been the Premises are the brighing of which it thems a part at a Londock may does measures, and for any other lawful propose; and it connection therewith, Londock thall have the right to take anterests, too is not equipment to through or shows the Frentises and thall have the right to take anterests, too is not equipment to connection therewith, Londock thall have the right to take anterests, too is not equipment to connection therewith, Londock thall have the right to take material, too is not equipment to connection therewith, Londock that the way to required without the same continuing an extual or connections to receive the Londock to the say that work which Francis to required to connection therewith, Londock that have the right and have the regular of the received to be the same to the required to be perform, and the preference and believed to the premise of the highlight of the right to the required to be required to the properties, the right of the premise and the to highlight of the right to the lates that has the could not it provided, however, Londock dualing to Tenat that of the Londock that the could not of Tenat the three that the tenates of the provided the properties of the right to the required to more any produced to the provided and the required that the required to the provided the provided that the tenant of the provided could not be premited to the provided the

47. EXCAMINE: If any excavation shall be made upon land adjacent to the Frentise, Touard shall pound the party substrated to cause such acceptance to be made to enter upon the Prentises for the purpose of closing such as an upon payment generate the wall of the building of which the Frentises forms a part from damage and to support the same with familiations and storing, and I cannot havely payment and change and to support the same with familiations of conference and the payment and change and the properties was to the same affecting from the conference of the same and the payment and the same contents any generate of an extension of the same and the same and

48. <u>Sincommander</u>: Landord and Tomar agree that this Lease be and is subject and subordinas at all times to all coreaunit, restriction, estaments, required all cameral approaches a ground and underlying leases now or becarder. Alleving to be so they do be Stopping Center properly and to all modifications, namediatests and supplements thereon. At Landord's option, that Lease shall be sufficiently an adjust and subordinate at all times to all modificates or any other method of financing or refunded gift may amount, and all advances thereon, which may now or intended to photod against on sifest any or all of the intended not hymnias and/or any or all of the beddings and improvements now or at my time heather constituting a part of or adjusting the Stopping Center, and to all terments, included assumest agreement affecting the Stopping Center and to all terments, included assument agreement affecting the Stopping Center and to a literate the another than the state of the state of and to any reciprocal assument agreement affecting the Stopping Center are or any modifications, unsurfaces and institutes and deads of front. The Stopping Center are not approached to include histograph's at used herein stall by demond to include histographs and deads of front. The Stopping Center are not approached to include histographs and the state of the st

Landard or any ground or underlying latears or manipages during confirmation of nath inhoritation, for frame, within 10 (10) apt following Landard's writer arguest factors, agreet to establish and deliver, without change, any and all document (in fram scrapida) to make green to establish agreed are underlying latears or manipages) abordinating late Latea and for Transact typics are manifestable and the scrapidal and an about far underlying lateas are underlying lateas in latea to be manufact. She that the manifestable late in the following Landard's underlying that the latea is received and latea, marked the proposed and the manifestable latea in the contraction. She was also all documents (in families and pround or underlying lateas and delivers, which days, any and all documents (in families and pround or underlying lateas or manifestable) efficienting and practicy.

49 ATMENDEM: Tenari agrees that in the event of a sub, transfer, or assignment of the Leadendy interest in the Shapping Center or any part threes), including the Permise, or in the ovent that any proceedings are brought for the foreclosure of or for the oraction of any power of including the Promise, or the type including the promise, or the system of a cascalition of the transmission of any power does the charge of the property of the contract of the promise of the

30. That Additional to the count Team that find or first to orcent and chieve to further to force and other to further the country of the start by required to reference the start of Propping 4. Q. A S. and 48 thread within tea (10) days shot Ladicack written request therefor, and after Ladicack that have played to Team is affected to (10) day profice thereof. Team interby agreed that such failure that lies considered as the found of Debals.

14. Quar BO000825: If Team temby pay to reak reavent and performs all of the other terms, coronate and conditions of this Lears on the Teart part to proformed, then other terms, coronate and conditions of this Lears on the Team teals peaceably, and quickly have, bold and edgy the Premiers during the Lears Team, tribest to the terms of this Lears, and to any merchagos, ground or orderlying learns, agreement and committees on to which this Lears is on many by subcommission to which this Lears is on many by subcommission.

22. <u>INAVORDANE DELAZE</u>: The provident of this Paragraph shall be applicable if there shall occur any strate, lockouts or labor disquare, inabilly to obtain above or materials or restanable methicular lockouts or labor disquared, making to obtain above or materials or restanable to the financial restances and of the government) restriction, regulations or combotic sections with the control of the control of the party obligated to perform action, civil commonity relaxed to a "frient military or other conditions rimite or distribution to their mirror of the bayes mentioned sector, lid to timely perform any obligation on its part to be preformed, then the time period for such performance shall be certained and such failure shall be excussed and set he breads of his Leave by the applicable party in question, but only to the extent and for the time occasioned by such event. The provisions of this Transpath shall not apply to Desarth obligation to pay when due, the Freed Minimum Best or any selfitional rests or sums or the reg.; and in addition, lack of finds and histority to promot financing shall not expert of next an unavoriable duly and at a condition precedent to other Leaded or Tenate clashing or subject upon any obligated but yet and ples restricted to the Leaded or Tenate clashing and event to be other party within ten (10) days after the occurrance of tenat.

53. <u>Researches to Precedents.</u>

54. \*\*Selfectories of the precedent of the party within ten (10) days after the occurrance of the Leave Tena, Tenat at greet to quit and attempted the Premiser, tenated and the party days and the lockout any other tenates of the surface of the Premiser (even prevent) all topy and in the occurrance of the premiser of the surface of the premiser of the pre

Landhold thall have the right to remove and store said properly, at the expense of Tenuat, without father notice to see demand upon Tenutr and hold Tenutr responsible for any and all charges and expense is course by Landhold mother. If Tenutr all have any of its off aproval property or trade finances on the Premise with Landhord to course, then Landhord shall have not eight to musous and store and property, at the appears of the Tenutr, upon recently (2000 (24)) hours stocked to Tenutr shall fail to remove any hexaction or controlled materials, microscope, devices or equipment, then Landhord shall have the right, without father motive is contact, to cause the memoral of such hexaction or controlled materials, substances, devices or equipment and heat frames reported for any and all out become father father store that the demand of the Landhord shall have given to Tenutr a that of the most of the property of the store that the controlled materials and other Landhord shall have given to Tenutr a that of others the store that the controlled materials and the thought forcide to the controlled materials and the store that the controlled materials and the store that the controlled materials are controlled materials and the store that the controlled materials are the store of equipment and the store that the controlled materials are controlled materials. The controlled materials are stored that the controlled materials are controlled materials and the store that the controlled materials are controlled materials.

Machine Order: Should Tomer trends in posterior of the Presides after the spiriture of the Leas Term (or any nurseal sean beared) wished the execution of a new heats, and holding over shall be demand to have created and be actuaried as a tensory from modely-broaded terminable on the hy (30) days written modely placed apply to the days of the control president and be actuaried to the control president and the control of (10) for the man of (10) the spiriture of the control president and the control of (10) for the man of (10) the spiriture of the control president and the control of (10) for the control of the cont

55. <u>NELATIONISM OF PARTER</u>: Nothing contained in this Lease shall be deemed, contrased or implied as creating the relationship of principal and agent, permeating, joint venture or any other relationship between the parties laceto, other than the colationship of Landace and Tenam.

85. NO.WACED: The falters of Landbord or Tenant to insist upon the actic pendamance of any provisions of this Leave, or the falters of Landbord or Tenant to creation any spirit, upden or tenants he are faltered to all the controlled as a falter where the spirit of the falters of Landbord or tenants are all the spirit of the spirit of the spirit of tenants are all the spirit of tenants are all the spirit of tenants are all the spirit of the spirit

57. NOTICES: Every notice, demand, request or other communication which may be or it required to be given under this Lesse shall be in writing and shall be sent by recognized oversight carrier, by histoic State of Carrierfolds on Regulared Mall, pounds prepagi, mum needy required, and hall be addrauted. (c) if to Landors, to the addraust main fainted to in shapes appeal and on the other states of the same shall be considered to of that Less, and (c) if to Famel, to Famer's Addraute, and the same shall be considered to one of a pitter of the same shall be considered to the same shall be considered to the same party may do the destinate for each proper. Bade of the parties better to water open out of any service other than as provided for in this Pangraph. Effort

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party may, however, give the other party telegraphic notice of the need far emergency repained to subsequent formal notice as above provided.

- 58. RECORDING: Tenant shall not record this Lease or any memorandum thereof without the prior written consent of the Landorst.
- 50 <u>Natural Postutine</u>: If my provision of this Laws or the spikesteen thereof to my press or committees shall be my cents bad with all smith, did not be ensisted of this press or an elementary of the manufacture of the first of the spikesteen of the provision to pressor at chromosome coder than those as to which it has been as which it has been as to which it has been as to which it has been as to be shallest order promitted by law.
- 60. BROWN'S COMMISSIONS: Except for Wm. Morris Occup, 1.2. Faunt coverants, warrant and represents to Leadand that there was no other towar instruments in consummating this Leasa and that no convertation on prior expediturian were last by Leant with any other broker concerning the restring of the Fernantse other than GPM Hauston Properties, whose commission shall be paid by Leadander paramet to sparize appearant. Tearst appear to informity and hold Leadander harmless against and from all liabilities, unduling assensable amoney's their artisting from any claims for browkeep commission or finding from any claims for browkeep commission of modern few may other brooker. Leadand agrees to pay Fem, Morris Group, Life One percent (49) of the total annial base entit for the sum of the Leasa. Such amount shall be payable one-hill (10) upon the accounts of the Leasa by both parties and one half (12) upon the Tenant opening the Fernants for business to the public.
- 61. <u>DESTINIONOLIANS</u>: "Law" or "Law" thall mean all applicable federal, state, county and local governmental and manicipal laws, statuss, ordinance, suits, regulation, county decreas, orders and other outh requirement, at from thes to these to three or premaligated explicable equilable mandets and declines by count in cases where such decisions are bisching precodents in the state in which the Shopping Counter is located, and decisions of federal count applying the Laws of such state.
- 62. <u>Provisional Biologic</u>. Rocqui as otherwise outready provided in this Lears, all cowarding, conditions and providence of this Lease shall be binding upon and shall more to the benefit of the parties better beat due for properties hards, light representatives, successor and sarigar. Bank providing of this Lease to be performed by Fernet shall be contracted to be both a coward red a condition, and if there shall be more than one Tease, they shall all be bound, jointly and revealiby, by the provisions of this Lease.
- 63 ENTIRE ACREMENT. ETC.: (a) This Lease, including the Echibis attached hereto, sets forth the entire agreement between the parties.
- (b) All prior conversations or writings between the parties or their representatives are merged herein and critinguished.
- (c) This Lease shall not be modified except by a writing rigned by the parties, nor may this Lease be cancelled by Tenant or the Premiers narrandered except with the express written authorization of Landlord, unless otherwise specifically provided herein.
- (b) The widel nomination by Landbord to Tourd of the Laute shall be deemed to be solely for Tourist confidencies and our for exceptance and considers. So the inherition and the new to binding force and office, shall not conside an option for the hearing of the Frenius, and shall not found any option of superson any obligations and superson. The administration for the Louise may be recentled by the most of the first and the sense of the considerable phone by Tourist of Louise that remarkly have no binding force and office under and until Landbord shall remarkly have no binding force and office under and until Landbord shall remark the Control of Touris.
- (e) If any provision contained in any attached Edubit is inconsistent or in conflict with any printed provision of this Lease, the provision contained in such Edubit shall superseds said printed provision and shall be par amount and superior.
- (i) Tenant hordry schnowledges that this Lease shall not be deemed, interpreted or coostrued to certain, by implication or oftenwire, any warranty, representation or approximation the part of Lexiclest that my Department Store or regional or national chain store or approximation for the present of Lexiclest that my Department of the Department of th

metchant shall open or remain open for business or occupy or continue to occupy any premises in a skylining the Stopping Courter charring the Asset Tomor on paper at tensor do and Tomat thereby or greatly waives all claims with cropped theories and acknowledges at an Tomat is not criping on any puts he wearthy, suppressedations or degreement by Landbord either at a motice of behavement in mixture by the state of the s

(g) The captions, numbers and index appearing herein are insected only as a matter of convenience and are not intended to define, limit, or describe the coope or intent of any Paragraph, not in any way affect this Lesse.

64. WANDER OF LIABILITY.

(A) NOTWITHSTANDING ANVIHING ANVIHING CONTARGO BY THE LIABLE TO THE CONTARY. THANK THESE SHALL SHALL DOORS CHEEF THAN THE CONTARY. THANK THESE SHALL SHALL DOORS CHEEF THAN THE CONTARY. THANK THE CONTARY CHEEF THAN THANK THANK THE LIABLE TO THE LANDLOOD CHEEF THAN THE LIABLE TO THE LANDLOOD CHEEF THAN THE LANDLOOD CHEEF THE CHEEF TO THE SHALL SHALL SHALL DOORS CHEEF THAN THE SHALL SHALL SHALL SHALL SHALL SHALL SHALL DOORS CHEEF THAN THE SHALL SH

(b) Leadurities Die Leadurities (Die Leadurities) United caused by Leadurities peas neigliganos or within mescodeux, Leadurit and not be liable no Ireaant for any Catena, acrieux, demanda, costa, experienx, duange en abhility of only leade (i) arting and of the use, occupancy or misjonent of the Permissa by Tenant or any person therein cholding Famat under or by or through the sat or contributes of any of their traperties employers, officers, agent, invited or contributes, (ii) caused by or arting out of fire, explosion, lifting interiors, pas, electricity, water, rien, more or desapress, or leades it may pare to the Permissa (ii) caused by or arting out of change to the not, fipric, appliances or plumbing water or any demands of the contraction of the interior, year, invited any or and interior of change to the not, fipric, appliances or plumbing water or any demands of the property electron to the Building (other than Common Arasa) or by occupants of property electron to the Building (other than Common Arasa) or by occupants of property electron to the Building (other than Common Arasa) or by occupants of property electron to the Building (other than Common Arasa) or by occupants of property electron to the Building of Common Arasa or by the public or by the contraction of a property electron to the Building of Common Arasa or by the public around the armonic any loss of orderings to property of Transit or of others located in the Permisse or the Building by essent of the draws to reproperty of Transit or of others located in the Permisse or the Building by essent of the draws to reproperty of Transit or of others located in the Permisse or the Building by essent of the draws to reproperty of Transit or of others located in the Permisse or the Building of the other located in the Permisse or the Building of the other located in the Permisse or the Building of the other located in the Permisse or the Building of the other located in the Permisse.

65. TRAINT STATUS: (a) If I cannel is or well by a comparation, the persons executing this Lease on behalf of I cannel heavily coverant, preparent and warrant the I fearnt is drawn tonopostated or a thiny qualified comparation and it is submitted to be burneau in the Oliter when the Stopping Centre is located (a copy of evidence thereof to be supplied to Landelet upon request), and that the person operation executing this Lease on behalf of I cann't is no officer or (a COMMON 1998-9-1999).

(b) Transt agrees to finally handlord from from to time, at which they (10) days after Landord require decoder, function as extended to except the many transport as executing principles and practices whether it is married function in the first that it is a comparation, and practices whether it is replaced on a married functional transit that it is a comparation, and marked of whether it is replaced on a married summary around property of the Teach of the function of the first that the first of the substance of the Latest that it is not seen as a first that product.

Our manners of this Lates that I also be decomed to satisfy the obligation of this Section.

66. <u>DELYTONS</u>: Provisions which have been deleted from the prizzed portions of the Lease or any of its Enables shall not be used to integret the emaining provisions thereof and no implication can be drawn from and deletion nor shall read beliefour be deemed to constitute a version; consists or requisions on with respect to the subject matter of the deleted provision.

57. <u>RUES AND RECOLATIONS</u>: Tenant covernants and agrees to fully comply with all of the Rules, Regulations and agreements set forth and mentioned under <u>Exhibit "C"</u> stacked to this Lease and made a part hereof.

68. <u>CONTERPARTS</u>: This Lease may be executed in several counterparts, each of which thall be deemed an original, and all ruch counterparts thall together continue one and the same

69 <u>Entraper CENTRICATE</u>: At Leador's request Tomer thall covers, betweekeye and other to handled (or any third hay or degreed by Leador's Morthum (10) buttones shay after the honored and the statement in writing practifying that this Lead is termonified and in this force and office (as it is the contraction of the statement in writing practifying that this Lead is termonified and in this case of other statement on any punchication; and the states in this first and office, as mortified, and the states in which must not of the state of the states of the sta

Any rent deposits, recurity deposits, or advance rentals paid.
 The fact that no default exists because by either Landard or Tenant, or if any default or lairned, specify the matter of such default.

10. <u>Transformed number</u> If among post sales in the fourth (\*f\*) Lease Year are but thus \$(1,00,0000), then I marticle a core time right to terminate the Lease after the 45 march. If Tourist exercises this can then right of termination, I make much provide Landston they (50) days written motion of the theories and such written motion must be received by Landston to lear than the last day of §f\* mother of the Lease Form. However, if Tourist exception the Remindeston Right, Tourist shall reminent Landston for any unamorized proteins of the Construction Allowance. Tourist reimburscent to Landston for each amount that live due no late than ton (10) days after the date the Lease to terminated.

71. ORDANIMAL CATARANCES: If it may then desired to turn of the Lean, District, Share it big's character and the majord statch terr, with mader where there was which it is a common feature of the common to find the common to the common the common that the common the common that the com

р. однавнована вод росу воступан семената въм					Notice Address:	ASHLEY SIBWAKI ATTEST:	Notice Address:		ATTEST:		while with feature matter part of particular fairs in the company of the white with feature fairs for percent (87%) company. Hearth shall begin perhaps the framework of the company of the feature fairs for perhaps the feature fair feature for the feature fair feature fairs for perhaps the feature fair feature fairs for perhaps the feature fairs for the perhaps the feature fair feature fairs for perhaps for the feature fair feature fairs for the perhaps as as from it to be least.  IN WINTERSON WINTERSON, The partial hereto have respectively on the Date of Least as from above.	reimbunsement of such amount shall be pritering after.
OCETOM 41	·			Secaucit, New Jersey 07094	By:		208 Greenpoint Mail, Eousten, Teast 77060 TEMANT: LARGE APPAREL OF TEXAS, INC. days	Ву. Кив Макев, Метов	By: MAYA PROPERIES, INC., A Total copperation, It sole general partner.	LANDLORD:  GRM HOUSTON PROPERTIES, LTD.,  A Text hinded manuschin	below sixy-free present (65%) company. Therever, once mell company in our snowping dream was four present (65%) company. Therever that being in princip the increased to show contribute the Pangyan (10) loved.) Morting contribute the propagation that be demand to the early contribute the propagation that be demand to these say click can it cannot solve any any other chapters as of stiffs in the Lease.  SET NITHERSON PRESENCE. The parties hereto have respectively concusted this Lease as of the Date of Lease as in this above.	termination.
(Lographicosofia poù Dolo) (BOCC) inso destadore vous  (Lographicosofia poù Dolo) (BOCC) inso destadore vous	THENCE is a Sundray direction with said Westerly line of Genesappoint Drive, a following a course in the right, said correct having a reliast of 196300 feet, a control sugle of 19 0725° mat a long chord that sheen South 22 1746° East (1310.10 feet chord), or are distance of 1335.80 feet to an iron road for corner;  THENCE South 02 46718° East with:  THENCE South 02 46718° East with:	following a curve to the fat, and curve hung a reduct of 1540 beet, a central angle of 22.  following a curve to the fat, and curve hung a reduct of 1540 beet, a central angle of 22.  for the fat on the curve, and the fat of 1540 beet (258.52 loot cheet), an are distance of 627.4 for the curve, and the curve, and the curve, and the fat of 1540.55 for the curve, a distance of 542.35 fort to an iron red for course and the benginning of a curve to the right;	THENCE South 19 40754" But with the sade Westerly line of Coronapoint Drive, a distance of 1998 feet to an iron rod for comer and the beginning of a curve to the left;	THENCE South 64 4254" Best with the said Southerly line of Greens Road, a dictance of 14.06 feet to an iron rod for come in the Westerly line of Greenspoint Drive;	THENCE to m. Easterly direction with the said Southerly line of Green Road, following a curve to the right, said curve having a radius of 1999 20 feet, a control angle of 8 2727° and a long three flat bear North 65 3144° East (285.79-float chard), an are distance of 289 fee feet on terms;	THENCE Much 61 1930" Bast with said Southerly line of Greens Road, a distance of 144.00 fact to an iron not fir comer and the beginning of a curve to the right;	THENCE in an Easterly direction with said Southerly line of Greens Road, following a curve to the left, said curve having, a redian of 2061,00 fact, a central angle of 22 4[1]" and a lang chord that bear small. 72 360° Bard [810 76 foot chord), an are distance of 816.08 feet to an iron rod for center;	THENCE is an Exacterly direction with the said Southerly line of Greens Road, following a curve in the left, said curve having a realize of 2006 to fixer, a central angle of 3 195° and a long chord that bear North 55 42°1. East [12794-foot charol), an are obtained of 127 for feet to a point for conner and the POINT OF BEGGINUNG of said 136 694 sorts of lact;	THENCE North 42 28 39? East with the said Southerly line of Creent Road, a distance of 10.90 feet on niver not.  THENCE North 97 28 39? East with the said Southerly line of Creent Road, a distance of 32 37 feet to m iron rod and beginning of a curve to the left.	COMMENCING at an iron rod in the East line of Interest on Highway No. 45, said iron rod matching the most Westerly corner of said Blook 2, Reserve "C" and said comes being in the Southerly line of Carson 2 Coast.	A tract of hard combining 135.694 acres out of Block 2, Reserve "C" Greenagate Subdivision, Section 1, said Greenagate Subdivision combining 177.7361 acres of land besends in the Plence Sullivan Survey, Abstract No.749, Hard County, Teas, corner map of said Greenagae Subdivision, Section 1, bring of Excoved is Volume 225, Pape 113 of the Map Rescort of Hards County, Teas, said 136.694 acres of land bring fully described as follows:	EXHIBIT. "A.".  DESCRIPTION OF SHOPPING CENTER LAND

C-VIPACIO MANON REPORT DOCU DIXXI II man commencent trass.	THENCE North 11 3250" East, a distance of \$25.65 feet to the POINT OF BEGINPUNG, combining 136.694 acres of land, more of loss.	THENCE North 24 2609" West with the said East line of Intertake Highway No. 45, a distance of 518, 40 feet to an iron not for counce;  THENCE North 19 0702" West with the said East line of Intertake Highway No. 45, a distance of 16 46 37 feet to an iron not for counce;  THENCE North 19 0702" West with the said East line of Intertake Highway No. 45, a distance of 226.52 feet to an iron not for counce;  THENCE North 19 0444" West with the said East line of Intertake Highway No. 45, a distance of 49 51 feet to an iron not for counce;  THENCE South 78, 2710" East, a distance of 240.53 feet to an iron not the north of the counce;  THENCE is a Northeasterly diversion, following a course to the left, said curve having a radius of 50 to 16 years out the said form 58 50 40° East (44.72 feet doors, our continues of 450 feet to point for counce;  (4.72 feet doors, our arc distance of 450 feet to point for counce;	distance of 122 feet on a time of the country of the country, a distance of 122 feet on a time of the country o
THENCE, South 10 9712" Weat, a distance of \$3.00 feet to a point on the said north line of Belvery 6 for corner.  THENCE, with said north line of Fedway 8, the following 2 courses and distance:  1. North 68 4579" West, a distance of \$214.45 feet to a point of curvature for corner; and	THENCE, he a central sugle of 99 570° mat. a long dated that been blowing a redist of 500 00 feet, a central sugle of 99 570° mat. a long dated that been blomb 30 3945° West (81.78 feet of mat.), and a mer datement of 81.28 feet on a point for centrar; THENCE, South 64 0512° West, a distance of 59.55 feet to a point for centrar; THENCE, North 19 0512° West, a distance of 59.56 feet to a point for centrar; THENCE, North 19 0512° West, a distance of 51.00 feet to a point for centrar; THENCE, South 19 0512° West, a distance of 51.750 feet to a point for centrar; THENCE, South 54 0512° West, a distance of 51.750 feet to a point for centrar; THENCE, South 64 0512° West, a distance of 51.750 feet to a point for centrar; THENCE, South 64 0512° West, a distance of 51.750 feet to a point for centrar;	ILENCE, it a westery chrome, converge a curve to the right, sixt curve having a radius of 470.06 the cap, careful aging of 14 2239 was also long dored that spen bloom 53 5287 West (17.75-15 dose theor), as are distance at 17.94 feet to plant of traggery the country.  HI (17.75-15 dose theor), as are distance at 17.94 feet to plant of the right, sixt curve having a retim of 50.00 feet, a correct single of 59 75871 and a long cleard that bears bloom 29 914 or West (73.17-50x deard), as are distance of 18.57 feet to a point for corner;  HISHCE, North 19 9512" East, a distance of 156.75 feet to a point of curvature for corner;  HISHCE, in a northerly direction, following a curve to the left, said curve having a retim of 150.00 feet, a corner angle of 65 00070 and a long clear that sears bloom 50 2449. West (18.45) clocked, as are distance of 17.16 feet to a point of target of free corner;  HISHCE, North 25 5448" West, a distance of 573.078 feet to a point of curvature for corner;	DESCRIPTION OF LANDLORD'S STIB  A tract of land containing 41.234 acres out of Block 2, Reserve "C" Greengale Subdivision, Section 1, said Greengales Subdivision containing 177.756 acres of land housed in the Petros Sullives Servey, Assence No. 749, Harric County, I Texas, 1944. The bless of scenar in volume 20.5, Fey 11 to 15 fie had packed of Harric County, I Texas, 1944. 11.24 acres of allow leving 100 Sections of School and Subscott of Harric County, I Texas, 1944. 11.24 acres of allow levels 100 Sections of School and Subscott COUNTY, I Texas, 1944. 194

REPERENCES IN THE LEASE
SHALL BE DEEMED TO BE REFERENCES TO THE WORK
AS DEFINED IN THE LEASE WEIGH THE PREMISES ARE LOCATED ("LANDLORD'S BUILDING"). In other to insure an orderly and settlerically coordinated stretforst and design and to hurure that stretform and signing requirements are understood by possures, their respective contractors and fabricators, reference should be made to the store design criteria ("Store Design Lacillard, and Tenant have a common intensit in opining the Premises on the Commencement Date. To this end, Lacillord will condition is work with the Tenant's work into the as the substitution and protected communication practice will allow. The work described in Section B will be performed by Tenant at Tenant's expense and thall be completed in accordance with Tenant's Final Plans, as defined in <u>Explicit</u> "B". Section This Ethibit "P" describes the obligations of the Landbed and the Teases for the design and construction of the Premises. Each term used in this Ethibit which is defined in the main body of the Lease shall have the same meaning when used barein. (6) Exis from the Enclosed Mall to the exterior in accordance with the requirements of urisduction al authorities. Nes-combaethis, suffisited, masony partitions between the Permises and any ervice comident; suffinished preast coursed peads at extention wall, where applicable Demaining surfitions between tenant permises will be metal study actions drywall. (3) Enclosed Mail ("Enclosed Mail") ceilings of various heights, but not less than twelve set-tix inches (126") at the storefront line. (7) The Climate Controlled Enclosed Mail, which may include without limitation courts, caches and public convious, climate controlled, landscaping, scaling, decorative treatment, meas promotional features, and situatures lessed for retail sales. (8) Public toilst facilities and public pay telephones. 3 (4) Insulated, built-up roofing to provide a U factor of not more than .15. (2) Public area floors of concrete with special finishes in various areas. 3 The work described in Section C will be performed by Landked at Tenant's expense. (10) Egress Doors A non-combustible structure including columns, girder, beams, joint, roof deck, and floors. DESCRIPTION OF TENANT'S WORK AND WORK TO BE PERFORMED BY LANDLORD IN THE PREMISES A store with storebent and signing will be designed and invalided by Tenaris in accordance with the Store Design Chestal, the Lease Outline Diarwing the Final Plant as appropred in writing by Landard and the requirements of the princiational authorities. Storebent confruencion must extend from the from with to the biodizantial natural strip as thickneed in salt Chiertie. All recreites track systems will be surface amounted and that with Madi final four. All partition forcing on the Empirica Mali, as indicated on the Lease Outline Drawing, will be considered as Tenari's concrete. For a description of that portion of work to be performed by the Landoce, it Tenari's expense, see Section Chiertie. Landlerd chall provide all water and smittery connections stubbed in as indicated on the Lease Outline Drawing, with restruores to code Egent doors, if any, from the Permiss shall be provided with title both hardware only. Door will be brond to accept dead both hardware. The location of any made agrees doors will be natistated on the trans Outline Downlang. Such agrees doors shall not include outcome or monitored doors than they are the responsibility of Tenant. Tenist thall comments Tenist's Work and differently and continually proteed to compiles the Pressist in accordance with the approved Find Plant and permit Landhold to comments the Work specified in Section C.

(L'OTRONE WORMLERS NA DOC) (1000) PROTE STRENCE PARK

2 Teast must directly arrange for and posters at Feature copies all sea and local building, plumbing, decired and coopsary pression opticals to connection with the reconstruction for its Trendstea. All construction must be to accordance with the BCCA State Solding Code 1978 Edition and semontument, a storped by Harri County, Teas, NFPA Life Safety Code 191 and other Code as a required. Although an electric meter will be available to Tenari, Tenari shall be responsible for contacting an electricity provider and opening an account with such provider in Tenari's name and hiving such provider connect such meter as necessary for the provision of such service. Landlard shall provide the Premites with an HVAC System of a minimum of fourteen (14) tens. An electric meter will be barialled for the Premites. To the cent that any firm of Treast's Work is in place upon delivery of possession of the Prumines to Tenat and is in compliance with all requirements of the jurisdictional authorities and the provisions of this Least, Tenatt shall not be required, as between Landsond and Tenant, to replace or reconstruct such Work. SECTION B: WORK BY TENANT IN PREMISES If required by code, a sprinkler system will be installed within the Premises in coordance with the requirements of the juristictional authorities and the Landhord's instruments. All work by Tenant in the Frenties will be performed by contractors selected by Tenan i approved in advance by Landlord. (13) Sprinklers (12) Wate Service (16) Utility Meder (15) Floor (14) Interior Partitions The concrete floor of the Premises shall be smoothed and ready to receive covering Landlord shall remove interior partitions in the Premises

Д. ОРУКО 1000-МИН 5192 DOC; 1 0.DC С) поло сиштинескит моги.	(1) ALBERTA SAFEOGE	ž.	(6) Cohum Fregreefing	range of the size A fourt, we may make the more constructive over (i.e., just rest than note lock (** **), above distillated flow with our grice approved by Jacobort. A cost is a sected party with the provided by Tenant where Landbord doesns necessary. All orlings must also conform to the requirements of the jurisdictional authorities.	A drop colling shall be installed throughout the earing Premises with a minimum fire	=	(4) Nan-Combustible Construction All Toward construction shall be non-combustible. Toward fire retarded (files A)	One-bal ((VZ) inch drywn) soal be installed, speed and floands upon all nach and demitting partitions from the flow to the underdisk of the clock and provided fire safing in the deak floate over the rep track when the partition is 90 day, to the deak flutte over the rep track when the partition is 90 day, to the deak flutte direction.	(27%) of the cost at the sometiments of two. (9) Dentaling Partitions	(3D) days written notice from Landbord to Tenant to do so, remove the mezzanizes or install drop ceilings, as the case may be, and charge Tenant the actual cost of doing so plus filtern percent	fails to construct a drop celling throughout the Pennius without such content, Landood may be addition to its other transists intensited and at low and in equity, either (1) quase Fernant to remove the mezantine, or intell drop celling, as the case may be, at Fernant's expense or (1):if Tenum that not removed the mezznatines or intelled drop celling as the case may be, after thirty	witten content not to have such a onling (which content Landord may withhold in it is sub- inducerd). I must shall not construit any mezzambar in the Tremese which is Landord's prior variety approval. If cannot shall content, or mezzambar in the Premises whom is such approval, or	The Premium shall have a finished drop ceiling, unless Landlord gives its prior	to the underside of the roof deed, which insulation stall have an R factor of 1022 BTU per bour square foot.	(2) Installing.  Tenant that it stall wall installed to the nicetor surface of the building exterior wall		(c) Connection to the Landlord-installed utilities.	(b) Telephone service between the point of entry in Landond's Building and the Premises.	(a) All building plumbing, occupancy and other required permits.	(i) <u>Unlines by Forset</u> Travet thall fixed by anone for and receive at Tenant's groups:
(L-UTADA) WANNESS DOC (ADCC) most customerced water	<ul> <li>The requirements of the jurisdictional authorities, the National Electric Code and the local utility.</li> </ul>	commit tradiformer, meter sedect, dy typis brauformer, séculi paset, krada étendi vérig. evela devecu, hjating ficturel, hangs, amengaevy hjating, communication (yé mai, hangis e ahamu, cipi and lago) lighting, and IV sel todio yezma dabil confiom to the following criteria:	All electrical work including wiftout limitation Tenant's main discoursed switch.	Greate tap fix any Tenni tanàlisi system on appliance producing greate or fait.  (11) Tennet Tennical Systems.	(h) Candanate lines for refrigoration and/or conditioning must commute within the Promises in accordance with juri attractional authorities.	(g) Combustion of make-up air for my Tenard-installed system or appliance thall be obtained directly from the outerior.	(f) Product of combustion vents for gas fixed equipment shall be discharged directly to the extention of Landons's Billiding.	(e) Enode and orthout repress the food presenting shall be protected by a CO2 few categorishing pures smalled in accordance with the requirements of the jurisdictions is admeriting and the Landbord's innumeric coarties.	(d) An independent ventilation system composed of makes up and exhaust are capable of chimm single from the Prevaints all less and/or chors and ducting the exterior of Landlacc's Ballding.		(b) No openings, fans, vents, bauver, grilles, or other devices shall be installed in my demaiting partition or exterior wall without Landlord's written approval.	(a) No exhaust or year thall be located within twenty-five (25) feet of any supply of six tunks.	(10) Tenant Mechanical Syggen	(a) ILLEALING XTTVNOLLXALXII (b)	<ul> <li>Mezzarite area and construction thall also be in accordance with the requirements of the jurisdictional authorities.</li> </ul>	<ul> <li>Additional beating ventilating at conditioning planning, electrical and sprinkler costs will be at Tenast's expense as described in Section C barroof.</li> </ul>	<ul> <li>The measurine framing that he completely independent of the Landbort's Building's trustment frame.</li> </ul>	No mezzania shill be constructed unless Landord approves such construction in writing. If Landord approves the construction of a mezzanine in the Frenine, it must need the following criteria:	(8) Mezanines	All Tensat improvements, other than ceilings and lighting firsture, shall be flow mounted unless written approval is obtained from the Landlard to support improvements otherwise.

Ξ (2)

Certificate of Occupancy INTENTIONALLY DELETED!

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

<u>e</u>

- Mais disconnect is Loudout's littley forom thall be but-dust circuit breaker type but lydig, comparishes with Loudout Loudout, Enterprise prints of mass discouncer shall be approved by Loudout piere to punches by Tenet. No apprenentate all the sufficient to the territe with, accrete vend as root of the Loudout's Statisting without Loudout's vertices approved.
- Current transformers and meter bases shall be:
- Service conductors must be copper throughout the Premises.

3 •

- 200 Amp service and under Milhank U-7421, 7 JAW, complete with closure plates and manual by-pass.
- Service conductors from Landlord's Uffilty Room to Fremises and throughout the Fremises shall be copper. Over 200 Amp service - CT's in approved enclosure, Milbank S-7545, 13 JAW, complete with closure plates and manual by-pass.

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- No appurements thall be affred to the extrior wall or roof of the Landbord's Building without Landbord's written approval. Background muric systems shall require Landbord's written approval and thall not be authole outside the Premises.

# (14) Tenant's Obligation

Traini must moure a certificate of occupancy from the jurisdicional authorities in sufficient time to allow Tenant to open the Fremises in accordance with the opening requirements of this Lease and will deliver a copy of the certificate to the Landbord.

Listinet's work is insisted to that required of Landord by this <u>Bighth CC</u> and Toward shall be required to make all improvements to the Premise is accordance with East (as (as approved by Landord) except those which Landord is profit-failly required to make thereught. Thank that constant the construction work in such a names as to not disturb registers by dar, other, society, or any other earlivy. If can be arising we not disturb registers by dar, other, society, or any other earlivy, If can be arising to other is thath by done before or after born. The surface of register to require to on the Suchased construction proofute as the damiest Premise, occept as required to except on the Suchased Mallo orace it is stretched. Toward shall communes and proceed continuity with construction of the Premises is such a way as not to interfere unreasonably with Landord, other Tenants or any Canter activities.

### (15) Discipline

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

### (16) Character of Employees

Iduat shall not employ any unfar person or anyone not skilled in the work he is serforming, or any workman that is incompatible with the balance of the work force or who will saute, or whose presence will cause, labor disputes or work stoppages.

### (17) Clean Up

Tenant thall maintain the Premises in a clean and orderly condition during natruction and merchandring. Tenant thall promptly remove at least once a day all mused containments of the control of the con

construction materials, equipment, shipping containers, packaging, dabris and flarmachle water from the Centre. Teams shall continue in construction materials, equipment, finance, mechanistis, phipping considers and defer within the Premissers. Malit, court, artistis, phipping considers and desire within the controls. Malit of the artistis, phipping considers and the contribut of the Landers's Building shall be clear of Team's equipment, mechanistis, fromter steffing, and desire is all thesis. That strange within the Premisses shall be confined to covered metal continues.

### (18) As-Built Plans

which they, (9) days the completes of featur's Work Featur that finds to be shaded a complete at of a betal plant for the Permiss, prepared from Featur's Featur Featur's the Permiss, prepared from Featur's Featur Featur's the Permiss of the Section Additional Addi

# SECTION C: WORK BY LANDLOED IN PREMISES AT TENANT'S EXPENSE

# INTENTIONALLY DELETED

Ξ

### (2) Imporary Storefront

Insident his provided (or will provide) a temporary strategient in first of the Premister. This structure shall reason in front of the Premister shring Tenser's construction threats in code: (o present a benti-side to the Premister in the Contra, and to present as architect appearance shring Tenser's construction period. Any intering, bego, it gives no other visual natural which is found to tenser to place upon the temporary structure in addition to or an authention for Landbrick's graphics or other finish must be submitted in advance to Landbrick for written approved, which may be given or withold in Landbrick's not indirection. Any thought approved in the contraction of the contraction of the contraction to temporary proteins approved. For an it shall pop I and all conduct of the contraction provided in the contraction of the contracti

If It adjust has not standing temporary monofacts as contempland herein as of the data of the execution of the Lates, Treatment may request promission from Landing to have Transit's contracts contract the temporary sections of bearingsto, backbod's specifications at Transit's operate, in such event, the temporary storefront must be completely invalided prior to the commencement of combination or construction within the Transies.

At such time as l'assait communes constructes of the permanent exercire, the temporary searchest bearraich map be more dit not to Ecolosed Mail with additional trade calciurers to the constructed by I resur'd contracts a Traust'd capanis. The distance that this behinded to may be more ditto the Behnded Mill must be hyporred by Landolff and Insurage, the Center is currently open for business, all constructed in the Promises that products under the benchmark may be more distanced by the Center is currently open for business, all constructed in the Promises that products under the benchmark may be more than the products of the Center is currently open for business, all constructed in the Promises of the Technical Center is constructed in the Products and the Center is constructed in the Product of the Center is constructed in the Product of the Center is constructed in the Center is constructed in the Product of the Center is constructed in the Center is constructed in the Center is constructed in the Center in the Center is constructed in the Center in the Center is constructed in the Center in the Center is constructed in the Center in the Center in the Center is constructed in the Center in the Center

It shall be Tenant's responsibility to remove the temperary berieude after the completion of Tenant's construction. However, Tenant shall not remove said temperary buricules without price written approved hem Landscot, If I frost tempores, these partially or these partials of one of the temperary berieves better Landsche effects of the temperary berieves better Landsche from the Landsche effects approved, Tenant shall be required to by the Landsche after of the control policies (\$1,000.09) as additional Rest and shall be required to reconstruct the barriess's afternant's approace.

# (3) INTENTIONALLY DELEGIED

### 3

A limited upply of broiding standard pavers is available for purchase from Landard for use at finished floor material between the stoneforst least has an I reast's stoneforst closure. I result may use competible, similar pavers of equil or better quality subject to Landard's prior written approval.

### (5) Additional Work

If the design of the Frantises or sayshing therein necessitates any or all of the following. Landbook at its sub-spoins that perform such works it Tenari's separate, but before proceeding therein handbook that light of Tenarinot less than ten (10) says mortions of the need next work; if Tenari does not similare the need therefor within such time and so needly Landbook (all proceed with such thereafter complete such work, the too at to Tenari to made work shall be Landbook's senal one, that these percent (19%) thereof for administration costs. increase a share cuffic divising the Treast descring of the Premise of the type commonly to see a share cuffic divising theret may be started to a for Treast cuffine Premise of the Treast cuffic Premise of the Treast cuffic Premise of the Treast cuffic Premise of the Started and the St Lastibed's Teamt Corothance will be responsible for coordination and review of Teams's Design Deswips (as herealthe defined) and Faul Plans. All questions pertaining to the design and commention of Team's Pertains and all plan submittait shall be directed to the Teams's Coordinator at the Center. ECTION D 9 3 3 9 Design Deswines Lease Outline Drawing Tenant Coordinator 3 3 3 © 3  $\mathbf{\epsilon}$ PROCEDURE in the error the Tenant is notified of any violation of code, ordinance, regulation, requirement or guideline, of direct by the indicational automatic or by the Leading Tenant shill, at it expense, cornet such violations within ten (10) alterate days that such sufficients. Should Tenant shill be cornet and violations within in (10) alterate days, Leadined may cornet on the violations of Leading to the plant filter percent (15%) filteroof for automatication cont. Solid corrections with the of leader of expense. Violations Any Tenat equipment that requires mounting on the roof or the exterior walls.

Landord may refuse the installation of any roof or wall mounted equipment if,

in Landord's prints, the appearance of such equipment would be declined to
the appearance of the Landord's Bailding. Any roof openings approved by Landbord. Such openings will include supporting arratures, curb, Habitigs, dutts, vents and guille. Landbord my robus any openings winth, in Landbord's judgment, exceed the capability of the structural system. Openings in destricing partitions, provided such openings have been approved by the Landucd in writing. Increase in permitted number of sprinklet 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. Electrical Service. Electrical conduit larger than installed size; relocation of conduit. Additional sanitary sewer competion; relocation of sanitary sewer inverts. Upon recipt of maked up Design Drawings, Tenant shall promptly, within thirty (30) days, actuall to the Tenant Coordinate the Landbard's approval three (3) seed of prints and one (1) upin of the final working desired past and printed in Harm's fire architectural, electrical, mechanical, primiting, and plumbing work within the Fermions and all other work required to be printed by Tenant prematural to Raightig. The Final First will be opposed in accordance with the Design Drawings, an anchol "approved" by Landbard; if the Design Drawings required to main's Landbard's measure for stamproval of the privilegate maked "disproved" by Landbard, the Final Final will incorporate any revivient to the Design Drawings; required to main's Landbard's measure for stamproval of the Design Drawings. One whether were (20) days after except of the Final Final, remain and Tenant will not a desired will also more the research for a Marian Final Final, and Tenant will on or desired by Landbard will also more the measure for the Tenant's Work shall be performed only in accordance with the Final Finat, a approved by Landbard. Team shall may permit Team's contractors or any subcontractor to communica any work until all required numbers has been obtained and conflicted evolutioning such coverage have been delivered to Leadhout. Team it will precure put for and multitude required to confinction to secure, pay for each multitude during the performance of Team's Work the Leddorf's Work is finited to that required of Lendord by this <u>Bishid</u>: The send frame that be required to make all improvements to the Prenties in accordance with Treast's Final Plans (a approved by Lendord) except those which Lendord is specifically required to make interesting. Landbert will give Texant rodice when the Texant set have been or will be millioutely compiled to popular Texant Work to begin. Texant will thereupon notify the Texant Coordinate of the date on which Texant Coordinate will not the market Coordinate of the date on which Texant I faithfully Texant will stand. I want them as I Texant Coordinate will deliver potentiate of the Texant Coordinates will deliver potentiate of the Texant Coordinates. (8) Iman's haugence (7) Imant's Obligation (6) Certificate of Occupancy (5) Delivery of Premises; Commencement of Tenant's Work 3 Final Plans

That shall minute the franct Conditions for Leador's approval two (2) sets of patts and one (1) upts of the design drawings (north called "Design Drawings") proclimity unchaning a colored matering of the proposed standards, againgt, a sample of materials to be proposed, and extended upon the Screen best, fine Drawing brings, a sample of materials to be proposed, and extended upon the Screen best, fine Drawing and stage swill, no the northway policy to proposed, and the color of the Screen best, fine Drawing Drawings, and other brawns to Towns to those to work (20) days after except of the Drawing Drawings, Landard will return to Towns the Design Drawings, and the design throwings, matched "dataproved," if they are matched "dataproved," Landard will also note the reasons for wach disapproved.

Facult will commission Tenser's Work and proteed diligantly and continuously to completed tracking in subtless of feature and explanated in the Families. Nurder, Facult will provide Loading to a school of the absorpt communication for water to provide the labelity of Section of Section Loading to a showly commission by intentity with the other construction work are possible to provide the resolution of the provided by Facult to Section of Section 1990, and the provided to provide the provided by Facult to Section 1990, which is provided by the section 1990, which is often are.

Tenart must recurs a certificate of occupancy from the jurisdictional sufficients in sufficient time to allow Tenant to open the Frencises in accordance with the opening requirements of this Lease and shall deliver a copy of the certificate to the Tenant Coordinator.

following insurance, which thall be endersed in all policies to include Landbord, Landbord's managing agent for the Center, and any designess of Landbord as additional instead parties and which shall provide an alpoiste that Landbord shall be given ten (10) days' prize written notice in any alteration are termination of coverage. ε 3 A superintendent shall be on the Promises during the Construction Period. This Lease and this <u>Exhibit "B"</u> shall become a part of the contract between the Tenant and its contractor, subcontractors and architects. Ē Owner's Pronction Liabilly Instrusor muring (Teart against any and all liabilly to third parts of chamage because of heelily highly, findshing death remaining thereform, properly damage to other or a contribution threed while it remay acts from work in the completion of the Promises and any other liability for chamages with it fleases (Contractors are neglected to Statute against under any provisions herein. Said instructed shall be provided in the following arbitrary memories. Bander's Risk Completed Value Term Affecting "All Risks of Physicial Less or Damage" on Tenerity Workt in the Premises as it reads no the Banderig as which the Premises are located, maning the niterest of London and is named complete and its agents as despity on and Tenerit's Contrastors, as their expective interest may appear, within a cabita of one hundred (100) feet of the Premises. Comprehensive Automobile Liability Insurance including the ownership, maintenance and operation of any automotive equipment owned, bired or non-owned, including the bashing and unloading thereof, in the following minimum The insurance required under (s) and (b) shall insure Team's contractor against any such all claims for personal singury including death neutring. Others and change to supercey of others, writing from operations under contract whether such operations are performed by Team's Contractors or by anyous distributy or informativy employed by any of them, or by anyous for whose sets any of them may be liable. imum amounts: Bodily Injury Liability Bodily Injury Liability - \$2,000,000 each occurrence; - \$2,000,000 aggregate Property Damage Liability - \$2,000,000 aggregate - \$2,000,000 aggregate - \$2,000,000 aggregate - \$2,000,000 aggregate Bodily Injury Liability - \$2,000,000 each accident Property Damage Liability - \$2,000,000 each accident Property Damage Liability - \$2,000,000 each occurrence; - \$2,000,000 aggregate - \$2,000,000 each occurrence; - \$2,000,000 aggregate (2) DELYMER: Runthers, investory and all other deliveries may be brought into the Contex only at trace and in the macree designated by Leadond, in complicate with all Lews, and always at Teast's tole intic. Leadord may impact team brought on the Contex or Proutises with respect to weight or designous nature or compliance with this Leas or applicable Lews. Team's use of any fright behavior, localing and territor need as the Contex shall be subject to stocking by Leadond. Tenset shall not take or permit to be taken in or out of other entreasts or elements of context, any from commity taken, or which Leadond otherwise requires to be idea, in or out through service doors on intight obswers. Tenset shall move all incomments, rapping a findings, equipment and other times as soon as received directly no the Francisc. Any hand-cast used at the Center shall have naive whether all state guester. No other married handing equipment may be brought upon the Center encops, as Lendonet shall approve in writing in advance. (i) COMMINATED. Tenast shall not use the Comman Areas, including wear adjacent to the Promises, for any purpose other than ingress and agrees, and any much use threest fault be subject to the other provinties of fails Least, including does Date. Where Mercol famility the generality of the drengenity, I ment shall not use the Common Areas to converse, solids business or information from on distribution any article or material to other transition companies or impless of the Contine. Traust shall not allow anything to remain in any passagency, theretal, count, consider, tartweep, entrance, end, theretae, the drengen closest, more other area cantide the Premiser. Jenismal tolerat, utility closest, telephone direct, broom other area cantide, to the Premiser. Jenismal tolerat, utility closest, telephone direct, broom other area cantide on Premiser. Jenismal tolerat, and other such deviat, promise and exast and the used only for the proposes and in the marrier designated by Landinat, and any not because of the lands of the contractors, agent, employees, or other parties without Landinat's prince well of the lands of the contractors, agent, employees, or other parties without Landinat's prince well of the lands of the contractors, agent, employees, or other parties without Landinat's prince well of the lands of the contractors, agent, employees, or other parties without Landons's prince well on the contractors, agent, employees, or other parties without Landons's prince well as the contractors, agent, employees, or other parties without Landons's prince well as the contractors, agent, employees, or other parties without Landons's prince well as the contractors, agent, employees, or other parties without the contractors, agent, employees, and other care death and the contractors, agent, employees, and the contractors are contractors. Eur. MOUNTAINE IT Landard installs of has breechen installed a superioded fra sprickler solder allen system for the presention of the Comer, Trauser ship by Tearer's Proportionals Size of the cost themed for such other there as Landard may fairly and extensibly determined to Landard on or before no that stay of each calendar morth in Advance, or Landalout may be dutte chall the agest in Center Experies. EXECUTION. Treast thill, at Treast's side cost and expense, source the Permission of Lenders appropriately, or as Landord may dress stud or and their barrows in Landord may propriate. If I must fail to not treasmins the Permission is accordance with this pergapty, Landord may arroage for proceedings of the Control of the tokes as Treast this high Permission Permission Shame of the cost thready, or such other shame at Landord may diskly and treasministy determines to Landord on the before the first of the study of such calcular month in terminal confidence of Landord may include such charges in Control Expensery. Treast that provides Landord with relations of the Control Complexion within five (i) days that Landord with relation request. Table All gathege, refuse, tends and other water shall be kept in the hind of continue, placed in the server, and prepared for collections in the manner and of the first transfer properly by reaching the collections in the first transfer properly by reaching the properly by the collection of the properly by the collection of the colle SLOKE, AND DEPLAY, WINDOWS. Transt shall not place any view or done thing of any fact outside the Premare, foundably whose the minister, according which melting a contract which are done in the start or contract and/or of the part are drove, except such single sign at a Associate that Contract work of the start of contract with the start of contract within the Premares, I count that love (i) intuit as y sign that adventure any product, (ii) intail any frequency, I count that love (ii) intuit any sign that adventure any product, (iii) intail any frequency. RULES

DEMAAL OF MEXCUSSIES. Team that hat place or melicial my personent or temporary future or time of triple my moreheaders) to entitle the Promiser, or (s) synthets inded the Promiser within tit (s) fact of my extract to the Promise future synthets inded the Promiser within tit (s) fact of my extract to the Promise future day for my received unity of the Promiser, Team that has no place or menical intensity within future [3] fact of raid entracts). All displays of merchandates thall be stateful and offerior me. [3] fact of raid entracts).

<u>RAMENT EXTRACT</u>. The bolic count, urthalt, with booth, chains and sewers and other planning fluories, equipment and then shall not be minused or used for any perpass other planning fluories, despite were constructed and for longing mechanics of any fluor declarations of the form therein, and I count that properly intuit, matricks, clean, repair and replace adoption for each country.

BOOT ANNIBIOS AND PROFICEIDS. Towart shall not install any actal, externa, seelilise dift or my other device on the root, exterior walls or Common Acta of the Center. Tenant may install and have access to roother EVAC equipment only to the center approved or required by Landord from time to time in connection with Tenant's obligations under Archite 120 felial Leads. No wanting or other projection shall be stacked by or fine Tenant's to the exterior walls of the Promines or the building of which it is a past.

LOCASAND EXTS. Upon termination of the Lease or Tensar's right to possersion, Tensar thall: (i) return to Landlord all keys, publicing telesers or key cards, and in the sweat of loss of any much from thall pays Landlord therefor, and (iii) savine Landlord as to the combination of any walth or locks that Landlord premits to remain in the Francises. DEMALARISATIONS: Frant shall not overhood any floor on put interect in the branch in a Center in industries up position control or obvioust interior, and in adult of any disent acts control to the control of the cont

INALTIMENT PRIMERS. Before having the Premises unattended, Tourit chill close and securely look all doors or other means of entry to the Premises and chart of final place (secured pions and the to thillmantach the recursion; have fixed and other cultilines in the Premises (except look to the other incessary) to prevent the freezing or burning of pipes). Dist provision thall not might fast if man any leave the Primits unattended in violation of the operating requirements set forth elsewhere in this Lean.

<u>BORGY CONSERVATION</u>. Subject to Rule (6) concerning illumination, Tenant shall not waste electricity, water, beat or six conditioning, or other utilities or services, and agrees to

(14) EGOD ENDRAGES. GAME AND PRINTING MACRIES. Storpt to the extent expressly permitted under Article 1 of this Least, format that not: () us to the branches for the manufacture, preparation, simply, and paster, trade, gift of errors of 600 of observages, including without impaction, introducing leques, or (6) intall, popular or un so yet of the control or privide products, merchandise, on any color retires question straining another or character to provide products, merchandise, 600, boursages, early, rigarritar or other commodities or services including but not invisid to provide products, provides produces, provides, however, that Fount may finally writing mathrine for the acts of more also holds beroughs, 600, and only in an area not visible mathrine for the acts of more also holds beroughs, 600, and only in an area not visible from the side area or exterior of the Frenties for the exclusive us of Tenant's employees. COMPACITIC DE BRINGES SALES AND ACCITIONS. Trainst shall not us, or primit say often party to use, the Franciscus for any distrate, fine headraphy; chose-out, "fine out-laser" or going out-of-fourisses as not as accition. I must shall not display any signs adventising the timesping anywhere in or about the Franciscus. This prohibition shall also apply to I cann't condition.

(LAMOR\_REATIONS). If must thall conduct it is how relations and relations with supplying as a post induct pricing and physicatic, for or about the fractions of periodical to an appropriate or product in the conduct of contraction of conduct of contraction or point in forms, in employees, agent, continuent or enabled or opinist in forms, in employees, agent, continuent, or subnouncient in or about the fraction of Context, Touast shall increasingly close the Frantises and resource or contraction, and subnouncient in the frantises and majorest, agent, contraction, and subnouncient out the despute has been settled.

(17) LABELGERÉS ILAURSAME AND TRADESAMES. No symbol derign, mans, mark or mispris depted by Landsont for the Occasion replacture or literates of the Occasion shall be used I cause without this prior written consent of Landson's, except as provided in Archib 9 of this

(18) <u>PLOURNITH ACTIVITIES</u>. Trained shall not: (1) use strobe or flashing higher in or on the Promises or its ory figur the exist, (5) use, sail or describes such such states from the products or the ory figur the exist, hallows or code extra strokes in the Promises (or other network or the colors), (10) speceds only included the care at strokes and the Promises (or other networks), (10) speceds only included the colors which interferes with or impairs adds, belowing, (10) speceds only including a recognition from or in the Centure of the remains of the colors), (10) speceds only included the other which, or old, (stropping the other products) attended to the remains of the products of the colors which, or old, (stropping the output of a birth party) or of the ments, (10) the strop the objectionable attest, where the ments, (10) the strop in the terminates or any equipment serving the same, (10) the or permit supfraing or show that forminate or any equipment serving the same, (10) the or permit supfraing or show the Promises that it inshered, increases, a same, (10) the or permit supfraing or show that the continues of the output of the threat or material as attainance or do say act tensing is positive the regardance of (company) frame the Promises of the Centure, or causes a condition of Landder's insurance localities of Landder's insurance localities of Landder's insurance conditions of Landder's insurance contents, (10) the or permit supfraing to the promises of the American Basenace Anterioles, and any beautiful of the American supposes, or permit upon the Promises of the American Stronger (10) and the conditions of Landder's insurance contents, (10) the original property of the American is any way treating to draw a described the conditions of Landder's insurance contents, (10) the original property.

JAMEMS, I must and Team's employees shall pak their care only in these postense of the paking area designated by Leadland for transit and employee packing and shall use such areas only for packing eart (or at Leadland to prion), Leadland many require that any or all nuch employees pack of 6 (26). Teams thall founds Leadland with a list containing the destription and attended by the form of the most of the control of the core of I must and it is employees within from (6) days of my request by Leadland, and shall thereafter advise Leadland of my thought, and when the control thereafter advise Leadland of my thought, and the control to the control of the contro

cooperate fully with Landlord and comply with any Laws to assure the most effective energy efficient operation of the Contex.

C.OTATIONS SAN ENDOCIDOCIDA DA SAN ENDOCADA DE CONTRACTOR			institution, a parking system with charges favoring carpooling for tenants and their employees, and any other parking system by subfaction, necessing or otherwise, (ii) sating specific spaces, and remove spaces for mand care, hand-spaped underballs, and other tenants, consensure of tenants or other parkins (and if mand must be employees and victimate and and a particular may (i) prince as passed or tenevored spaces) and (ii) restrict as promised full man and the empression of the street spaces and victimate and the supervision of the empression of the street spaces and victimate to the supervision of the empression of the street street spaces and victimate and the supervision of the super
CL-Chronic covers as a DOC; (BCCC) press caspensor year	2006	by and between  GPM HOUSTON PROPERTIES, LTD  By and tocopy the agent  TRYAR CANNON GROUP  "Landbod"  and  Large Apparel of Teass, Inc. 40th Ashley Shward	GREENSFORT MALL HOUSTON, TEXAS SHOPPING CENTER LEASE