

LEASE AGREEMENT - SHOPPING CENTER

THIS LEASE AGREEMENT ("Lease") made as of the ***Lease date DA***, by and between ***Landlord company name TE***, ***Landlord identity TE*** (Landlord) and ***Tenant name TE***, ***Tenant identity TE*** (Tenant).

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ATTACHMENTS

Section 1.1. Certain Defined Terms.

As used herein, the term:

A.

"Shopping Center" means the Shopping Center Area and the adjacent parcel or parcels of land more particularly described in Schedule "A-1" and known as ***Shopping center known as TE***.

B.

"Shopping Center Area" means that certain parcel of land owned, leased or controlled by Landlord situated in the ***Shopping center town TE***, ***Shopping center county TE***, State of ***Shopping center state MC***, more particularly described in Schedule "A-1," and upon the opening for business with the public of any expansion of the Shopping Center on any property adjacent to the Shopping Center Area (other than the construction or expansion of a Department Store on property described in Schedule "A-2"), the term "Shopping Center Area" shall include the property used for such expansion.

C.

"Landlord's Building" means the structure constructed or to be constructed by Landlord in the location shown on Schedule "A," as the same may be altered, reduced, expanded or replaced from time to time.

D.

"Premises" means Tenant's portion of Landlord's Building shown on Schedule "A" having the following Area:

Floor area TE

E.

"Term" means a period of ***Term years NU*** years, as further defined in Section 3.1.

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- (i) "Alternate Commencement Date" means ***Alternate commencement date DA***.
- (ii) "Termination Date" means ***Termination date DA***.
- F. "Permitted Use" means the sale at retail of ***Permitted use TE***. (see Section 4.1)
- Any variation or deviation from the specific use expressly set forth herein shall be deemed a default of this Lease.
- Nothing herein shall be construed to indicate any intent by Landlord to restrict the price or prices at which Tenant may sell any goods permitted to be sold under any uses specified hereunder.
- G. "Annual Basic Rental" means an amount equal to the product of the following figure multiplied by Tenant's Floor Area (subject to adjustment as provided in Section 5.1.): ***Annual rent rate NU*** (\$***Annual rent rate NU***).
- H. "Annual Percentage Rental" means a sum equal to ***Annual percentage rental NU*** percent (***Annual percentage rental NU***%) of the amount by which annual Gross Sales exceed the product of \$***Breakpoint NU*** ("Breakpoint") multiplied by Tenant's Floor Area (subject to adjustment as provided in Section 5.1.); provided, however, that in the event during the first or last Rental Year Tenant is not open for business for twelve (12) full months, the Breakpoint shall be an amount equal to the Breakpoint specified herein multiplied by a fraction, the numerator of which shall be the actual number of complete months during which Tenant was open for business during the Rental Year and the denominator of which shall be twelve (12).
- I. "Advance Rental" means the sum of \$***Advance rental NU***. See Section 5.9.
- J. "HVAC Equipment Contribution Rate" means the sum of \$***HVAC NU***. See HVAC Schedule.
- K. "Mall Heating, Ventilating and Air-Conditioning Equipment Contribution Rate" is included in 1.1.J. See Section 10.6.
- L. "Marketing Fund Contribution Rate" means the sum of \$***Marketing fund NU***.

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M. "Sprinkler Contribution Rate" means the sum of \$***Spinkler***

N. "Trash Removal Service Charge." See Section 8.4.

O. "Water and Sewer Charge."

P. "Tenant Notice Address" means

Tenant notice address TE ***Tenant notice city TE***, ***Tenant notice state MC*** ***Tenant notice zip TE***

Q. "Tenant Trade Name" means ***Tenant trade name TE***.

R. "Store Hours" means ***Store hours TE***.

S. "Retail Radius Restriction" ***Retail radius restriction TE***.

T.

"Landlord's Floor Area" means the aggregate amount of square feet of leasable floor area in Landlord's Building exclusive of Department Stores, which, with respect to any such floor area which has been leased to any rent-paying tenant, shall be determined in accordance with the provisions of any lease applicable thereto and which, with respect to any such floor area not so leased, shall consist of all such leasable floor area in Landlord's Building designed for the exclusive use and occupancy of rent-paying tenants, which shall exclude Common Areas, storage areas leased separately from retail areas, mezzanine areas and areas used for management and promotion offices.

U.

"Tenant's Floor Area" means that portion of Landlord's Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall to the opposite exterior face of the adjacent exterior or corridor wall or, if none, to the center of the demising partition, and (b) with respect to the depth thereof, from the front lease line to the exterior face of the rear exterior wall, or corridor wall, or, if neither, to the center of the rear demising partition; and in no case shall there be any deduction for columns or other structural elements within any tenant's premises.

V.

"Common Areas" means those areas and facilities which may be furnished by Landlord in or near the Shopping Center for the non-exclusive general common use of tenants, Department Stores and other occupants of the Shopping Center, their officers, agents, employees and customers, including (without limitation) all parking areas, access roads, employee parking areas, truckways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks, malls, roofs, sprinklers, courts, ramps, landscaped and planted areas, retaining walls, stairways, escalators, elevators, bus sto

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ps, first aid stations, sewage treatment facilities, if any, lighting facilities, comfort stations or rest rooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

W.

"Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the State in which the Shopping Center is situated, or (ii) eighteen percent (18%).

X.

"Department Store" means any multi-departmented store occupying a floor area in excess of 50,000 square feet in the Shopping Center.

Section 1.2. Additional Defined Terms.

The following additional terms are defined in the Sections of this Lease noted below:

<u>Term</u>	<u>Section</u>
"Additional Rental"	5.1
"Event of Default"	15.1
"Gross Sales"	5.5
"Landlord's Operating Costs"	10.5
"Liquidated Damages"	15.3
"Mortgage"	16.2
"Rental"	5.1
"Rental Year"	5.4
"Taxes"	6.1
"Tax Year"	6.3
"Termination Damages"	15.3

Section 1.3. Attachments.

The following documents are attached hereto, and such documents, as well as all drawings and

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documents prepared pursuant thereto, shall be deemed to be a part hereof:

Schedule "A"	Drawing of Shopping Center Area including Landlord's building and Tenant's Premises
Schedule "A-1"	Legal Description of Shopping Center
Schedule "A-2"	Description of Department Store Parcels
Schedule "B"	Electric Consumption and Payment Schedule
Schedule "C"	HVAC Schedule

ARTICLE II

PREMISES

Section 2.1. Demise.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises having the Floor Area as set forth in clause D of Section 1.1. hereof, which Landlord and Tenant hereby conclusively agree represents Tenant's Floor Area for all purposes of this Lease.

Notwithstanding anything to the contrary contained herein, the Premises have been inspected by Tenant who shall be deemed to have accepted the same as existing as of the date Landlord delivers the Premises to Tenant for completion of all work required of it.

ARTICLE III

TERM

Section 3.1. Term.

The Term of this Lease shall commence on the earlier to occur of (a) the Alternate Commencement Date or (b) the opening by Tenant of its business in the Premises, and shall be for the number of years set forth in clause E of Section 1.1. Landlord and Tenant agree, upon demand of the other, to execute a declaration, in recordable form, expressing the commencement and termination dates of the Term as soon as the commencement date has been determined.

Section 3.2. Termination.

This Lease shall terminate on the Termination Date or at the end of any extension or renewal th

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ereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of Term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant.

For the period of six (6) months prior to the expiration of the Term, or any renewal or extension thereof, Landlord shall have the right to display on the exterior of the Premises the customary sign "For Rent"; and during such period Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

Section 3.3. Holding Over.

If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the Term hereof, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days' prior written notice, at a monthly rental equal to twice the sum of (i) the monthly installment of Annual Basic Rental payable during the last month of the Term and (ii) one twelfth (1/12th) of the average Annual Percentage Rent payable hereunder for the last three (3) Rental Years or with respect to a term of less than three (3) years, each complete Rental Year preceding termination. Tenant shall also pay all other charges payable under the terms of the Lease, prorated for each month during which Tenant remains in possession. Such month-to-month tenancy shall also be subject to all other conditions, provisions and obligations of this Lease. Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or other action based on holdover.

ARTICLE IV

USE

Section 4.1. Prompt Occupancy and Use.

Tenant shall occupy the Premises upon commencement of the Term and thereafter will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

Section 4.2. Storage and Office Areas.

Tenant shall use only such minor portions of the Premises for storage and office purposes as are reasonably required therefor.

Section 4.3. Tenant's Trade Name.

Unless otherwise approved by Landlord, Tenant shall conduct business in the Premises only in T

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tenant's Trade Name.

Section 4.4. Store Hours.

Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the Premises. Tenant covenants and agrees to remain open for business at least during the Store Hours and such additional hours as shall be determined by Landlord. If Tenant shall fail to operate during all hours determined by Landlord, in addition to constituting an Event of Default hereunder, Tenant shall be required to pay for each hour that Tenant shall fail to be open liquidated damages equal to the greater of \$50.00 or 10% of Tenant's average hourly Gross Sales computed for the month immediately preceding the month in question. If Tenant shall request Landlord's approval of the opening of the Premises for business for periods exceeding those specified in clause R of Section 1.1., and Landlord shall approve such request, Tenant shall pay for any additional costs incurred by Landlord in connection with Tenant's opening the Premises for business during such additional hours, including but not limited to, any additional amounts of Landlord's Operating Costs, additional costs of heating, ventilating and air-conditioning the Common Areas and the Premises, and additional utilities furnished to the Premises by Landlord.

ARTICLE V

RENTAL

Section 5.1. Rentals Payable.

Tenant covenants and agrees to pay to Landlord as rental ("Rental") for the Premises, the following:

- (a) the Annual Basic Rental specified in clause G of Section 1.1; plus
- (b) the Annual Percentage Rental specified in clause H of Section 1.1; plus
- (c)

all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rental (collectively referred to as "Additional Rental"); provided, however, that the Annual Basic Rental and the amount of Gross Sales utilized in the computation of Annual Percentage Rental shall be adjusted proportionately for any Rental Year of more or less than twelve (12) calendar months.

Section 5.2. Annual Basic Rental.

Annual Basic Rental shall be payable without prior demand in equal monthly installments in advance on the first day of each full calendar month during the Term, the first such payment to include also any prorated Annual basic Rental for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term.

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Section 5.3. Annual Percentage Rental.

Annual Percentage Rental shall be determined and payable in monthly installments on or before the fifteenth (15th) day following the close of each full calendar month during the Term, based on Gross Sales for the preceding calendar month. Monthly payments of Annual Percentage Rental shall be calculated by (a) dividing the product specified in clause H of Section 1.1. by twelve (12); (b) subtracting the quotient thus obtained from the amount of Gross Sales for the month in question, and (c) multiplying the difference thus obtained (if greater than zero) by the Percentage specified in clause H of Section 1.1. The first monthly payment of Annual Percentage Rental due hereunder shall include Gross Sales from the date of the commencement of the Term through the last day of the month immediately prior to the first full calendar month in the Term. As soon as practicable after the end of each Rental Year, the Annual Percentage Rental paid or payable for such Rental Year shall be adjusted between Landlord and Tenant, and each party hereby agrees to pay to the other, on demand, the amount of any excess or deficiency in Annual Percentage Rental paid by Tenant to Landlord during the preceding Rental Year as may be necessary to effect adjustment to the agreed Annual Percentage Rental.

Section 5.4. "Rental Year" Defined.

The first "Rental Year" shall commence on the first day of the Term and shall end at the close of the twelfth full calendar month following the commencement of the Term; thereafter each Rental Year shall consist of successive periods of twelve calendar months. Any portion of the Term remaining at the end of the last full Rental Year shall constitute the final Rental Year and all Rental shall be apportioned therefor.

Section 5.5. "Gross Sales" Defined.

"Gross Sales" means the actual sales prices or rentals of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, or trade-ins or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefor originate in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (b) made or performed by mail, telephone, or telegraph orders, (c) made or performed by means of mechanical or other vending devices in the Premises, (d) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Any sums deposited with and forfeited to Tenant shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales.

The following shall not be included in Gross Sales: (i) any exchange of merchandise between sto

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res of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises, (ii) returns to shippers or manufacturers, (iii) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned), otherwise included in Gross Sales, (iv) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, (v) amounts collected and paid by Tenant to any government for any sales or excise tax, and (vi) the amount of any discount of sales to employees.

Section 5.6. Statements of Gross Sales.

Tenant shall deliver to Landlord: (a) within ten (10) days after the close of each calendar month of the Term, a written report signed by Tenant or by an authorized officer or agent of Tenant, showing the Gross Sales made in the preceding calendar month and (b) within sixty (60) days after the close of each Rental Year, a statement of Gross Sales for the preceding Rental Year which shall conform to and be in accordance with generally accepted accounting principles and in accordance with Section 5.5 hereof. The annual statement shall be accompanied by the signed certificate of an independent Certified Public Accountant certifying specifically that (i) he has examined the report of Gross Sales for the preceding Rental Year, (ii) his examination included such tests of Tenant's books and records as he considered necessary or appropriate under the circumstances, (iii) such report presents fairly the Gross Sales of the preceding Rental Year, and (iv) the said Gross Sales conform with and are computed in compliance with the definition of Gross Sales contained in Section 5.5 hereof. If Tenant shall fail to deliver such annual statement and certificate to Landlord within said sixty (60) day period, Landlord shall have the right thereafter to employ an independent Certified Public Accountant to examine such books and records, including without limitation all records required by Section 5.7, as may be necessary to certify the amount of Tenant's Gross Sales for such Rental Year, and Tenant shall pay to Landlord the cost thereof as Additional Rental. If such audit shall disclose that Tenant's records, in Landlord's determination, are inadequate to disclose such Gross Sales, Landlord shall be entitled to collect as Additional Rental an amount equal to fifty percent (50%) of the Annual Basic Rental payable by Tenant during the period in question.

Section 5.7. Tenant's Records.

Tenant covenants and agrees that the business upon the Premises shall be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as Landlord approves, shall be issued with each sale or transaction, whether for cash, credit or exchange.

For the purpose of permitting verification by Landlord of any amounts due as Rental, Tenant will keep and preserve for at least three (3) years, and during the Term shall keep at the Premises, a general ledger, required receipts and disbursement journals and such sales records and other supporting documentation together with original or duplicate books and records which shall

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disclose in detail all information required to permit Landlord to verify Tenant's Gross Sales and which shall conform to and be in accordance with generally accepted accounting principles. At any time or from time to time after twenty-four (24) hours advance notice to Tenant, Landlord or any Mortgagee, their agents and accountants, shall have the right during business hours to make any examination or audit of such books and records which Landlord or such Mortgagee may desire. If such audit shall disclose a liability in any Rental Year for Rental in excess of the Rental theretofore paid by Tenant for such period, Tenant shall promptly pay such liability. In addition, if such audit shall disclose that Tenant has either underreported Gross Sales by five percent (5%) or more during any Rental Year or that Tenant has underpaid by three percent (3%) or more any Rental payable by Tenant the amount of which is based on Gross Sales, then in such event, in addition to being an Event of Default hereunder, Tenant shall promptly pay the cost of audit and interest at the Default Rate on all additional Annual Percentage Rental then payable, accounting from the date such additional Annual Percentage Rental was due and payable.

If such audit shall disclose that Tenant's records, in Landlord's determination, are inadequate to reflect accurately Tenant's Gross Sales, Landlord shall have the right to retain a consultant to prepare and establish a proper recording system in which Tenant can determine Gross Sales, using books and records in a form prescribed by such consultant and Tenant shall pay to Landlord as Additional Rental the costs, consultant's fees and any other charges relating thereto, in addition to Annual Percentage Rental based upon Gross Sales as determined by said consultant.

Section 5.8. Payment of Rental.

Tenant shall pay all Rental when due and payable, without any setoff, deduction or prior demand therefor whatsoever. If Tenant shall fail to pay any Rental within seven (7) days after the same is due, Tenant shall be obligated to pay a late payment charge equal to the greater of One Hundred Dollars (\$100.00) or ten percent (10%) of any Rental payment not paid when due to reimburse Landlord for its additional administrative costs. In addition, any Rental which is not paid within seven (7) days after the same is due shall bear interest at the Default Rate from the first day due until paid. Any Additional Rental which shall become due shall be payable, unless otherwise provided herein, with the next installment of Annual Basic Rental. Rental and statements required of Tenant shall be paid and delivered to Landlord at the management office of Landlord in the Shopping Center between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday or at such other place as Landlord may, from time to time, designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 5.9. Advance Rental.

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Landlord acknowledges receipt from Tenant of an amount equal to the Advance Rental, the same to be held as security for the performance by Tenant of all obligations imposed under this Lease which Tenant is required to perform prior to the commencement of the Term. If Tenant shall fail to perform such obligations, Landlord shall be entitled to apply the Advance Rental, pro tanto, against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. Otherwise, if Tenant shall faithfully perform all such obligations, then the Advance Rental shall be applied, pro tanto, by Landlord against the Rental first becoming due hereunder.

No right or remedy available to Landlord as provided in this Section 5.9 shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

Section 5.10. Additional Department Store.

In the event that during the Term of this Lease additional Department Stores are constructed in the Shopping Center, then, upon the opening for business of each such additional Department Store ("Opening Date"), the Annual Basic Rental shall be increased by ten percent (10%) for each such Department Store opening. In the event the Annual Basic Rental is increased as aforesaid, the dollar amount set forth in clause H of Section 1.1 of the Lease, in excess of which Annual Percentage Rental is payable, shall be increased accordingly.

ARTICLE VI

TAXES

Section 6.1. Tenant to Pay Proportionate Share of Taxes.

Tenant shall pay in each Tax Year during the Term, as Additional Rental, a proportionate share of all real estate taxes, ad valorem taxes and assessments, general and special assessments, taxes on real estate rental receipts, taxes on Landlord's gross receipts, or any other tax imposed upon or levied against real estate or upon owners of real estate as such rather than persons generally, including taxes imposed on leasehold improvements which are assessed against Landlord, payable with respect to or allocable to the Shopping Center Area, including all land, Landlord's Building and all other buildings and improvements situated thereon, together with the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge, and all of Landlord's administrative costs in relation to the foregoing, all the foregoing being collectively referred to herein as "Taxes." Tenant's proportionate share of Taxes for any Tax Year shall be computed by multiplying the amount of such Taxes (less any contributions by Department Stores) by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area. For the Tax Year in which the Term commences or terminates, the provisions of this Section shall apply, but Tenant's liability for its proportionate share of any taxes for such year shall be subject to a pro rata adjustment based upon the number of

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f days of such Tax Year falling within the Term.

Section 6.2. Payment of Proportionate Share of Taxes.

Tenant's proportionate share of Taxes shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed for each Tax Year by Landlord during the Term, each such installment being due on the first day of each calendar month. If at any time during a Tax Year it shall appear that Landlord has underestimated Tenant's proportionate share of Taxes for such Tax Year, Landlord may reestimate Tenant's proportionate share of Taxes and may bill Tenant for any deficiency which may have accrued during such Tax Year and thereafter the monthly installment payable by Tenant shall also be adjusted. Within one hundred twenty (120) days after Landlord's receipt of tax bills for each Tax Year, or such reasonable (in Landlord's determination) time thereafter, Landlord will notify Tenant of the amount of Taxes for the Tax Year in question and the amount of Tenant's proportionate share thereof. Any overpayment or deficiency in Tenant's payment of its proportionate share of Taxes for each Tax Year shall be adjusted between Landlord and Tenant, and Landlord and Tenant hereby agree that Tenant shall pay Landlord or Landlord shall credit to Tenant's account (or, if such adjustment is at the end of the Term, pay Tenant), as the case may be, within thirty (30) days of the aforesaid notification to Tenant, such amount necessary to effect such adjustment. The failure of Landlord to provide such notification within the time prescribed above shall not relieve Tenant of its obligations hereunder.

Section 6.3. "Tax Year" Defined.

The term "Tax Year" means each twelve (12) month period (deemed, for the purpose of this Section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Shopping Center Area.

Section 6.4. Taxes on Rental.

In addition to Tenant's proportionate share of Taxes, Tenant shall pay to the appropriate agency any and all sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the State in which the Shopping Center is situated or any political subdivision thereof or other taxing authority upon any Rental payable hereunder. Tenant shall also be solely responsible for and pay within the time provided by law all taxes imposed on its inventory, furniture, trade fixtures, apparatus, leasehold improvements (installed by or on behalf of Tenant), equipment and any other of Tenant's personal or other property.

ARTICLE VII

IMPROVEMENTS

Section 7.1. Tenant's Improvements. ***Tenant improvements MC***

IF Tenant improvements MC = "1"

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Renewal TF

IF !Renewal TF

Section 7.2. Effect of Opening for Business.

By opening for business, Tenant shall be deemed to have: (a) accepted the Premises, (b) acknowledged that the same are in the condition called for hereunder, and (c) agreed that the obligations of Landlord imposed hereunder have been fully performed.

Section 7.3. Mechanic's Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Prior to the commencement of any work in the Premises, Tenant shall furnish Landlord with a complete list of all contractors, subcontractors, suppliers and materialmen furnishing supplies and/or services to Tenant for the performance of any such work. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work in the Premises and an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work done in the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either defending against such lien or in procuring the discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental.

Section 7.4. Leasehold Improvements and Tenant's Trade Fixtures.

All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall

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all not be removable from the Premises at any time, unless such removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Termination Date or upon such earlier termination as provided in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease; and provided further that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures and apparatus.

To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all goods, inventory, equipment, trade fixtures, and all other personal property belonging to Tenant which are or may be put into the Premises during Term and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including all costs of collection and other costs specified in Sections 17.2 and 17.3 hereof, and any other indebtedness of Tenant to Landlord. Tenant agrees to sign any financing statement requested by Landlord to effect such security interest. The lien granted hereunder shall be in addition to any Landlord's lien that may now or at any time hereafter be provided by law.

ARTICLE VIII

OPERATIONS

Section 8.1. Operations by Tenant.

In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish and refuse removed on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) comply with and observe all rules and regulations established by Landlord from time to time which apply generally to all retail tenants in the Shopping Center Area;

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(k) maintain sufficient and seasonal inventory and have sufficient number of personnel to maximize sales volume in the Premises; and (l) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Shopping Center Area as determined by Landlord and provide an appropriate mercantile quality comparable with the entire Shopping Center.

In regard to the use and occupancy of the Premises and the Common Areas, Tenant will not: (m) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises; nor obstruct any driveway, corridor, footwalk, parking area, mall or any other Common Area; (n) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Shopping Center, which is in any manner audible or visible outside of the Premises; (o) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (p) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (q) solicit business in the parking area or any other Common Area; (r) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area; (s) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area, mall or other Common Areas; (t) receive or ship articles of any kind outside the designated loading areas for the Premises; (u) use the mall, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (v) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (w) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for regional shopping centers conducted in accordance with good and generally accepted standards of operation, (x) place a load upon any floor which exceeds the floor load which the floor was designed to carry; or (y) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the mall or from the premises of any other tenant or other occupant of the Shopping Center.

Tenant acknowledges that it is Landlord's intent that the Shopping Center Area be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center Area or may tend to injure or detract from the moral character or image of the Shopping Center Area within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any pornographic, lew

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d, suggestive, or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

Section 8.2. Signs and Advertising.

Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's prior written approval. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times. Under no circumstances shall Tenant be permitted to place hand-lettered advertising on the interior or exterior of the Premises or any glass of any window or door of the Premises.

Signs TF

***IF Signs TF ***

Section 8.3. Painting and Displays by Tenant.

Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval. Tenant will install and maintain at all times, subject to the other provisions of this Section, displays of merchandise in the show windows (if any) of the Premises. All articles, and the arrangement, style, color and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Shopping Center, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

Section 8.4. Trash Removal Service.

Tenant shall keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises and shall deposit such garbage, trash, rubbish and refuse, on a daily basis, in designated receptacles provided by Landlord. Landlord may provide, at its option, a trash removal service for the Premises from said receptacles, and in each Rental Year, at Landlord's discretion, Tenant shall either (i) reimburse Landlord monthly, as Additional Rental, for all costs related to Landlord's service to remove Tenant's trash, (ii) Tenant shall pay Landlord the Trash Removal Service Charge if set forth in clause n. of Section 1.1. in twelve (12) equal monthly installments, subject to adjustments reflecting any increase in Landlord's cost and expense for s

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uch trash removal, or (iii) Tenant shall pay any Landlord authorized person, firm or corporation providing such trash removal service.

ARTICLE IX

REPAIRS AND ALTERATIONS

Section 9.1. Repairs To Be Made By Landlord.

Landlord, at its expense, will make, or cause to be made structural repairs to exterior walls, structural columns and structural floor which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows and glass); provided Tenant shall give Landlord notice of the necessity for such repairs. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors, Landlord may make or cause the same to be made, but shall not be obligated to do so, and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the cost of such repairs, if made, with interest thereon at the Default Rate until paid. In the event Landlord elects not to make such repairs caused by Tenant's negligence, Landlord may require Tenant to make such repairs at Tenant's sole cost and expense.

Section 9.2. Repairs To Be Made By Tenant.

All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 9.1 or Section 14.1, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein (other than items to be repaired by Landlord pursuant to Section 9.1), in good order and repair and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by Casualty (other than such damage by Casualty which is caused by the negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, and which has not wholly covered by Landlord's hazard insurance policy), unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Section 9.4, any additional electrical wiring which may be required in connection with Tenant's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorney's and other professional fees, and any other cost which Landlord might reasonably incur.

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Section 9.3. Damage to Premises.

Tenant will repair promptly at its expense any damage to the Premises, and, upon demand, shall reimburse Landlord as Additional Rental for the cost of the repair of any damage elsewhere in the Shopping Center, caused by or arising from the Installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors). If Tenant shall fail to commence such repairs within five (5) days after notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the cost thereof with interest thereon at the Default Rate until paid.

Section 9.4. Alterations by Tenant.

Tenant will not make any alterations, renovations, improvements or other installations in, on or to the Premises or any part thereof (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities, using first grade materials, without interference with or disruption to the operations of tenants or other occupants of the Shopping Center. All such work shall comply with all applicable governmental codes, rules, regulations and ordinances.

Section 9.5. Changes and Additions to Center.

Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for the Shopping Center or the Shopping Center Area including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas, (b) to construct other buildings or improvements in the Shopping Center Area and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and (c) to make or permit changes or revisions in the Shopping Center or the Shopping Center Area, including additions thereto, and to convey portions of the Shopping Center Area to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

Section 9.6. Roof and Walls.

Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to constru

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ction on the exterior of the Premises, provided that access to the Premises shall not be denied ; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Shopping Center Area, the same to be in locations within the premises as will not unreasonably deny Tenant's use thereof.

Landlord may make any use it desires of the side or rear walls of the Premises, provided that such use shall not encroach on the interior of the Premises. Tenant agrees to give Landlord access to the Premises for the purposes of this Section 9.6.

ARTICLE X

COMMON AREAS

Section 10.1. Use of Common Areas.

Landlord grants to Tenant and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord and subject, further, to the rights of Landlord set forth in Sections 9.5 and 10.2.

Section 10.2. Management and Operation of Common Areas.

Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the parking areas and other Common Areas; (iii) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking ticket validation by tenants; (iv) to close all or any portion of said parking areas or other Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the Public therein; (v) to close temporarily any or all portions of the Common Areas; (vi) to discourage non-customer parking; and (vii) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

Section 10.3. Employee Parking Areas.

Tenant and its employees shall park their cars only in such areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars and cars used by its employees within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes in such information within five (5) days after such changes occur. If Tenant or its employees shall fail to park their cars in the designated parking areas, then, without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord, after giving notice to Tenant, shall have the right

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to charge Tenant, as Additional Rental, the sum of Ten Dollars (\$10.00) per day per car parked in violation of the provisions of this Section. Tenant shall notify its employees in writing of the provisions of this Section.

Section 10.4. Tenant to Share Expense of Common Areas.

In each Rental Year Tenant will pay Landlord, as Additional Rental, a proportionate share of Landlord's Operating Costs which shall be computed by multiplying Landlord's Operating Costs for the Rental Year in question (less any contribution to such costs and expenses made by the owner or operator of any Department Store in the Shopping Center) by a fraction, the numerator of which is Tenant's Floor Area and the denominator of which is Landlord's Floor Area. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each calendar month. If at any time during such twelve (12) month period it shall appear that Landlord has underestimated Tenant's proportionate share of Landlord's Operating Costs for such twelve (12) month period, Landlord may reestimate Tenant's proportionate share of Landlord's Operating Costs and may bill Tenant for any deficiency which may have accrued during such twelve (12) month period and thereafter the monthly installment payable by Tenant shall also be adjusted. Within one hundred twenty (120) days or such reasonable time thereafter (in Landlord's determination) after the end of each such twelve (12) month period, Landlord shall deliver to Tenant a statement of Landlord's Operating Costs for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and each party hereby agrees that Tenant shall pay Landlord or Landlord shall credit Tenant's account (or, if such adjustment is at the end of the Term, pay Tenant), within thirty (30) days of receipt of such statement, the amount of any excess or deficiency in Tenant's proportionate share of Landlord's operating costs paid by Tenant to Landlord during such twelve (12) month period. Upon reasonable notice, Landlord shall make available for Tenant's inspection at Landlord's office, during normal business hours, Landlord's records relating to Landlord's Operating Costs for such preceding twelve (12) month period. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligations hereunder.

Section 10.5. "Landlord's Operating Costs" Defined.

The term "Landlord's Operating Costs" shall mean all costs and expenses incurred by Landlord in operating and maintaining the Common Areas pursuant to Section 10.2., including all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, painting, striping, policing and security of the Common Areas. Landlord's Operating Costs shall include, but not be limited to, cost of uniforms, equipment and employment taxes; alarm systems; insurance, including, without limitation, liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties, workmen's compensation insurance covering personnel, fidelity bonds for personnel, insurance against liability for assault

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and battery, defamation and claims of false arrest occurring on and about the Common Areas, plate glass insurance for glass exclusively serving the Common Areas; maintenance of sprinkler systems serving the Shopping Center Area; removal of snow, ice, trash and debris; regulation of traffic; surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car pooling facilities or otherwise as required by Federal, State or local governmental authorities; costs and expenses in connection with maintaining Federal, State or local governmental ambient air and environmental standards; the cost of all materials, supplies and services purchased or hired therefor; operation of public toilets; installing and renting of signs; fire protection; maintenance, repair and replacement of utility systems serving the Common Areas, including, but not limited to, water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; costs and expenses of maintaining and operating sewage treatment facilities, if any; costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Common Areas and personal property taxes and other charges (including, without limitation, leasing, financing or rental costs) incurred in connection with such equipment; costs and expenses of repair or replacement of paving, curbs, walkways, landscaping, drainage, pipes, ducts, conduits and similar items, and plate glass, lighting facilities and the roof; costs and expenses of planting, replanting and replacing flowers, shrubbery and planters; costs and expenses incurred in the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs of providing light and power to the Common Areas; costs of providing energy to heat, ventilate and air-condition areas in which the Common Areas are located and the operation, maintenance and repair of such equipment, including, without limitation, the energy management system serving the Shopping Center Area; cost of water services, if any, furnished by Landlord for the non-exclusive use of all tenants; parcel pick-up and delivery services; and administrative costs attributable to the Common Areas or on-site personnel and an overhead cost equal to fifteen percent (15%) of the total costs and expenses of operating and maintaining the Common Areas. Such costs and expenses shall not include depreciation (other than depreciation as above specified).

Section 10.6. Mall Heating, Ventilating and Air-Conditioning Equipment Contribution Rate.

In each Rental Year, Tenant shall pay Landlord annually (in twelve (12) equal monthly installments together with the Annual Basic Rental), as Additional Rental, an amount (the "Mall Heating, Ventilating and Air-Conditioning Equipment Contribution") determined by multiplying the Mall Heating, Ventilating and Air-Conditioning Equipment Contribution Rate by Tenant's Floor Area.

ARTICLE XI

INDEMNITY AND INSURANCE

Section 11.1. Indemnity by Tenant.

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Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to, property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Shopping Center, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees.

Section 11.2. Landlord Not Responsible for Acts of Others.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Premises adjacent to or connecting with the Premises or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

Section 11.3. Tenant's Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain, at its expense a non-deductible:

- (a) public liability insurance policy, including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000) with respect to property damage;
- (b) all-risks property and casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of Tenant; and
- (c) if and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law.

Section 11.4. Tenant's Contractor's Insurance.

Tenant shall require any contractor performing work on the Premises to carry and maintain, at

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no expense to Landlord, a non-deductible:

(a)

comprehensive general liability insurance, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, of not less than Three Million Dollars (\$3,000,000) with respect to personal injury or death, and One Million Dollars (\$1,000,000) with respect to property damage; and

(b) workmen's compensation or similar insurance in form and amounts required by law.

Section 11.5. Policy Requirements.

The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to Sections 11.3 and 11.4 as well as the form of such insurance shall at all times be subject to Landlord's approval and any such company or companies shall be licensed to do business in the State in which the Premises are located. Public liability and all-risks property and casualty insurance policies evidencing such insurance shall name Landlord or its designee as additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord or its designee. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Sections 11.3, 11.4 or 11.5, Landlord may perform the same and the cost of same shall be deemed Additional Rental and shall be payable upon landlord's demand.

Section 11.6. Increase in Insurance Premiums.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon landlord's demand.

Section 11.7. Waiver of Right of Recovery.

Neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liability for personal injury, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

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Section 11.8. Tenant to Pay Proportionate Share of Insurance Costs.

In each Rental Year Tenant shall pay Landlord, as Additional Rental, a proportionate share of Landlord's cost of maintaining all insurance with respect to Landlord's building (other than the Common Areas) including, without limitation, all-risks property and casualty insurance and rent insurance. Such insurance may be carried at the discretion of Landlord in such amounts and companies as Landlord shall determine.

Tenant's proportionate share of such costs for any Rental Year shall be computed by multiplying Landlord's insurance costs for the Rental Year in question by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord during each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each calendar month. If at any time during such twelve (12) month period, it shall appear that Landlord has underestimated Tenant's proportionate share of Landlord's insurance costs for such twelve (12) month period, Landlord may reestimate Tenant's proportionate share of Landlord's insurance costs and may bill Tenant for any deficiency which may have accrued during such twelve (12) month period and thereafter the monthly installment payable by Tenant shall also be adjusted. Within one hundred twenty (120) days, or such reasonable time (in Landlord's determination) after the end of each such twelve (12) month period, Landlord shall deliver to Tenant a statement of such insurance costs for such twelve (12) month period. Any overpayment or deficiency in Tenant's payment of its proportionate share of such insurance costs shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit to Tenant's account or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect such adjustment. Upon reasonable notice, Landlord shall make available for Tenant's inspection at Landlord's office, during normal business hours, Landlord's records relating to such insurance costs for such preceding twelve (12) month period. The failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant of its obligations hereunder.

ARTICLE XII

DAMAGE AND DESTRUCTION

Section 12.1. Landlord's Obligation to Repair and Reconstruct.

If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of Rental. If, as the result of Casualty, the Premises shall be rendered wholly or partially untenable, then, subject to the provisions of Section 12.2, Landlord shall cause such damage to be repaired and, provided such damage is not caused by the negli-

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negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Premises rendered untenable during the period of such untenability. All such repairs shall be made at the expense of Landlord, subject to Tenant's responsibilities set forth herein.

Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

Section 12.2. Landlord's Option to Terminate Lease.

If the Premises are (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance or (c) damaged or destroyed in whole or in part during the last three (3) years of the Term, or if Landlord's Building is damaged to the extent of fifty percent (50%) or more of Landlord's Floor Area, then, in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 12.3. Demolition of Landlord's Building.

If Landlord's Building shall be so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish such Building for the purpose of reconstruction, Landlord may demolish the same, in which event the Rental shall be abated to the same extent as if the Premises were rendered untenable by a Casualty.

Section 12.4. Insurance Proceeds.

If Landlord does not elect to terminate this Lease pursuant to Section 12.2, Landlord shall, subject to the prior rights of any Mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of Landlord's Building in accordance with Section 12.1 hereof. All insurance proceeds payable with respect to the Premises (excluding proceeds payable to Tenant pursuant to Section 11.3) shall belong to and shall be payable to Landlord.

ARTICLE XIII

CONDEMNATION

Section 13.1. Effect of Taking.

If the whole or any part of the Premises shall be taken under the power of eminent domain, this

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Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be reduced in the same proportion as the portion of the floor area of the Premises so taken bears to Tenant's Floor Area. If the aforementioned taking renders the remainder of the Premises unsuitable for the Permitted Use, either party may terminate this Lease as of the date when Tenant is required to yield possession by giving notice to that effect within thirty (30) days after such date. If twenty percent (20%) or more of Landlord's Floor Area in the Shopping Center Area is taken as aforesaid, or if parking spaces in the Shopping Center Area so taken thereby substantially reducing the number of parking spaces in the Shopping Center Area, and Landlord does not deem it reasonably feasible to replace such parking spaces with other parking spaces on the portion of the Shopping Center Area not taken, then Landlord may elect to terminate this Lease as of the date on which possession thereof is required to be yielded to the condemning authority, by giving notice of such election within ninety (90) days after such date. If any notice of termination is given pursuant to this Section, this Lease and the rights and obligations of the parties hereunder shall cease as of the date of such notice and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 13.2. Condemnation Awards.

All compensation awarded for any taking of the Premises or the Shopping Center Area or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord or the owner of the fee simple estate in the Shopping Center Area.

ARTICLE XIV

ASSIGNMENTS AND SUBLETTING

Section 14.1. Landlord's Consent Required.

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or secure by mortgage or other instruments this Lease, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; (ii) an assignment of subletting to or by a receiver or trustee in any Federal or state

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bankruptcy, insolvency, or other proceedings; (iii) the sale, assignment or transfer of Lease; or (iv) the change in control in a partnership. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Tenant shall pay to Landlord, as Additional Rental, the sum of Five Hundred Dollars (\$500.00) to cover Landlord's administrative costs, overhead and counsel fees, plus all out-of-pocket expenses, in connection with such assignment or subletting consented to by Landlord and any and all additional costs and expenses incurred hereunder.

Section 14.2. Transfer of Corporate Shares.

If Tenant is a corporation (other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of (1934) and if any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in Federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation by the person or persons now owning a majority of said corporate shares, Tenant shall give Landlord notice of such event within fifteen (15) days from the date of such transfer. In such event and whether or not Tenant has given such notice, Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rental (other than any Additional Rental due Landlord resulting from Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 14.3. Acceptance of Rent from Transferee.

The acceptance by Landlord of the payment of Rental following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

ARTICLE XV

DEFAULT

Section 15.1. "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default:"

(a)

The sale of Tenant's interest in the Premises under attachment, execution or similar legal process; or if Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the

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federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days.

(b)

The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any guarantor as bankrupt or insolvent, or the reorganization of Tenant or any guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.

(c)

The admission in writing by Tenant or any guarantor of Tenant's obligations hereunder of its inability to pay its debts when due;

(d)

The appointment of a receiver or trustee for the business or property of Tenant or any guarantor of Tenant's obligations hereunder, unless such appointment shall be vacated within ten (10) days of its entry.

(e)

The making by Tenant or any guarantor of Tenant's obligations hereunder of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law.

(f)

The failure of Tenant to pay any Rental or other sum of money within seven (7) days after the same is due hereunder.

(g)

Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default has not occurred within ten (10) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement of this Lease two (2) or more times in any twelve (12) month period, that notwithstanding such defaults have each been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability for cure.

(h)

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The vacating or abandonment of the Premises by Tenant at any time during the Term of this Lease.

(i)

The underpayment of Annual Percentage Rental by Tenant in any Rental Year in an amount in excess of three percent (3%) of the Annual Percentage Rental payable during such Rental Year, unless Tenant can show that said underpayment resulted from a good faith error on its part.

(j)

The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease.

Section 15.2. Remedies.

Upon the occurrence and continuance of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(a)

With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell five (5) days' prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property, including all attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rental, which may be or may become due from Tenant to Landlord; and third, to pay the Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

(b)

Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rental and shall be payable by Tenant to Landlord upon demand.

(c)

Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may reenter the Premises, without the necessity of legal proceedings, and may remove Tenant and all other persons (if Tenant is still in possession) and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal proce

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and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

(d) Exercise any other legal or equitable right or remedy which it may have.

Notwithstanding the provisions of clause (b) above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in clause (b) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

Any costs and expenses incurred by Landlord (including, without limitation, attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be Additional Rental and shall be repaid to Landlord by Tenant upon demand.

Section 15.3. Damages.

If this Lease is terminated by Landlord pursuant to Section 15.2., Tenant nevertheless shall remain liable for any Rental and damages which may be due or sustained by Landlord and all reasonable costs, fees and expenses including, but not limited to, attorney's fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Rental, damages, costs, fees and expenses being referred to herein as "Termination Damages") and additional damages (the "Liquidated Damages"), which, at the election of Landlord, shall be either:

(i)

an amount or amounts equal to the Rental which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount or amounts of rental, if any, which Landlord shall receive during such period from others to whom the Premises may be rented (other than any Additional Rental received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), in which case such Liquidated Damages shall be computed and payable at Landlord's option either in an accelerated lump sum payment in an amount equal to the total rentals due for the remaining Term of the Lease or payment in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination, and any suit or action brought to collect any such Liquidated Damages for any month shall not in any manner prejudice the right of Landlord to collect any Liquidated Damages for any subsequent month by a similar proceeding; or

(ii)

an amount equal to the present worth (as of the date of such termination) of Rental which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Premises, as determined by an independent real estate appraiser named by Landlord, in which case such Liquidated Damages shall

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shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For purposes of this clause (ii), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Shopping Center.

If such termination shall take place after the expiration of two or more Rental Years, then, for purposes of computing the Liquidated Damages, the Annual Percentage Rental payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Annual Percentage Rental payable with respect to each complete Rental Year preceding termination. If such termination shall take place before the expiration of two Rental Years, then, for purposes of computing the Liquidated Damages, the Annual Percentage Rental payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to twelve (12) times the average monthly payment of Annual Percentage Rental due prior to such termination or if Tenant has not paid any Percentage Rental during this period then the Annual Percentage Rental for each year of the unexpired term shall be a sum equal to 25% of the Annual Basic Rental. Termination Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to Section 15.2.

If this Lease is terminated pursuant to Section 15.2, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its absolute discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent upon such reletting.

Section 15.4. Assignment in Bankruptcy.

In the event of an assignment by operation of law under the federal Bankruptcy Code, or any state bankruptcy or insolvency law and Landlord elects not to terminate this lease under Section 15.2., the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

- (i) That assignee has sufficient capital to pay the Rental and other charges due under the Lease for the entire Term; and
- (ii) That Annual Percentage Rental due under the Lease will not decline substantially

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y from the highest Annual Percentage Rental paid by Tenant prior to such bankruptcy or insolvency proceedings; and

(iii)

That assumption of the Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement or operating agreement relating to the Shopping Center; and

(iv)

That such assignment and assumption by the assignee will not substantially disrupt or impair any existing tenant mix in the Shopping Center.

ARTICLE XVI

SUBORDINATION AND ATTORNMENT

Section 16.1. Peaceful and Quiet Use and Possession.

Landlord hereby warrants that it and no other person or corporation has the right to lease the Premises hereby demised. Provided Tenant is not in default of this Lease Agreement, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through, or under Landlord.

Section 16.2. Subordination.

Unless a Mortgagee (as hereinafter defined) shall otherwise elect as provided in Section 16.3, Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of

(a)

any lease of land only or of land and buildings in a sale-leaseback transaction involving the Premises, or

(b)

any mortgage, deed of trust or other security instrument constituting a mortgage lien upon the Premises, whether the same shall be in existence at the date hereof or created hereafter, any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "Mortgage" and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee, beneficiary or noteholder, being referred to herein as a "Mortgagee." Tenant's acknowledgment and agreement of subordination provided for in this Section is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances thereof as shall be requisite or as may be requested from time to time by Landlord or a Mortgagee.

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Section 16.3. Mortgagee's Unilateral Subordination.

If a Mortgagee shall so elect by notice to Tenant or by the recording of a unilateral declaration of subordination, this Lease and Tenant's rights hereunder shall be superior and prior in right to the Mortgage of which such Mortgagee has the benefit, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage, subject, nevertheless, to such conditions as may be set forth in any such notice or declaration.

Section 16.4. Attornment.

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

ARTICLE XVII

NOTICES

Section 17.1. Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given as follows:

(i)

If intended for Landlord, on the third day following the day on which the same shall have been mailed by United States registered or certified mail, return receipt requested, with all postage charges prepaid, addressed to Landlord, Attention: General Counsel, c/o The Rouse Company Building, Columbia, Maryland 21044, with a copy to Landlord's management office in the Shopping Center except that payment of Rental and sales reports shall be delivered to Landlord's management office in the Shopping Center; and

(ii) if intended for Tenant, at the earlier to occur of the following:

(a)

the third day following the day on which the same shall have been mailed by United States registered or certified mail or Express Mail, return receipt requested, with all postal charges prepaid, addressed to Tenant at the Tenant Notice Address with a copy to the Premises, or

(b)

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receipt at either location provided in (a) immediately above, with receipt first actually received controlling for the purpose of time calculations under this Lease.

Either party may, at any time, change its Notice Address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

Section 17.2. Notice to Mortgagees.

If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in Section 17.1 and to such address as such Mortgagee shall designate.

ARTICLE XIII

MISCELLANEOUS

Section 18.1. Retail Restriction Limit.

Tenant agrees that Tenant (and if Tenant is a corporation or partnership, its officers, directors, stockholders, any affiliates or partners) shall not, directly or indirectly, operate, manage or have any interest in any other store (unless in operation on the date of this Lease) or business which is similar to or in competition with the Permitted Use within the Retail Radius Restriction.

Section 18.2. Estoppel Certificates.

At any time and from time to time, within ten (10) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such Mortgagee or other party as may be designated by Landlord, a certificate in the acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify.

[Sections 18.3 through 18.09 have been omitted.]

Section 18.10. Broker's Commission

Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, cost of counsel fees in connection therewith.

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease under their respective hands and seals as of the day and year first above written.

ATTEST:

Landlord name TE

By: _____

By: _____

(SEAL)

Assistant Secretary
(CORPORATE SEAL)

Landlord title TE

ATTEST:

Tenant name TE

By: _____

Secretary
(CORPORATE SEAL)

Tenant title TE (SEAL)

If Tenant is a corporation, the authorized officers must sign on behalf of the corporation, and by doing so such officers make the covenants and warranties contained in Section 20.17 hereof.

The Lease must be executed for Tenant, if a corporation, by the president or vice-president and be attested by the secretary or assistant secretary, unless the by-laws or a resolution of the board of directors shall provide that other officers are authorized to execute the Lease, in whi

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ch event, a certified copy of the by-laws or resolution, as the case may be, must be furnished. Tenant's corporate seal must be affixed.

STATE OF ***Witness state MC***) TO WIT:
COUNTY OF ***Witness county TE***)
)

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared _____, who acknowledged himself/herself to be Vice-President of ***Tenant trade name TE***, and that he as such Vice-President being authorized so to do, executed the foregoing Agreement for the purpose therein contained on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

Notary Public, State of

My Commission Expires:

STATE OF ***Witness state MC***) TO WIT:
COUNTY OF ***Witness county TE***)
)

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared _____, who acknowledged himself/herself to be President of yy and that he/she as such President being authorized so to do, executed the foregoing Agreement for the purpose therein contained on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

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Notary Public, State of

My Commission Expires:

STATE OF)
COUNTY OF)
)

TO WIT:

STATE OF ***Witness state MC***)
COUNTY OF ***Witness county TE***)
)

TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared yy, who acknowledged himself/herself to be the individual described in the foregoing Agreement and that he/she as such individual executed said Agreement for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

Notary Public, State of

My Commission Expires:

THIS ACKNOWLEDGMENT OF MEMBERSHIP AGREEMENT, made this _____ day of _____, _____, by _____ (hereinafter called "Member").

WITNESSETH:

The undersigned member hereby acknowledges that in satisfaction of certain conditions pertaining to the maintenance of a membership in good standing in the Merchants' Association in a L

Lease Agreement – Shopping Center

Lease Agreement between Member and _____, made on _____.
Member elects to join the _____ Merchants' Association, Inc., and acknowledges the obligation of membership, including the payment of dues to the Association in the amounts set forth in the Lease as they may be increased from time to time, and grants to that Association and Landlord the right, joint and several, to collect and enforce on behalf of the Association on all debts owing by Member to the Association pursuant to valid action taken by the Association, and the right to all acts necessary to carry out the provisions hereof.

IN WITNESS WHEREOF, Member, intending to be legally bound, has set its hand and seal as of the day and year first above written.

ATTEST:

Member name TE

By:

(SEAL)

Secretary

Tenant title TE

(CORPORATE SEAL)