

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R09-021

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SHOPPING CENTER LEASE BETWEEN THE TOWN, AS TENANT, AND G & I V VOP, LP, A DELAWARE LIMITED PARTNERSHIP, AS LANDLORD, FOR THE LEASE OF CERTAIN SPACE LOCATED IN THAT SHOPPING CENTER WITHIN THE TOWN KNOWN AS VILLAGE ON THE PARKWAY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE ON BEHALF OF THE TOWN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is a home rule municipality possessing the full power of local self government pursuant to article 11, section 5 of the Texas Constitution, State law, and its Home Rule Charter; and

WHEREAS, the City is empowered to exercise all powers granted to municipalities by the Texas Constitution or the laws of the State of Texas (Section 1.05, City Charter), is authorized to lease such property as the interest of the Town may require (Section 1.05, City Charter), authorized to acquire property within the corporate limits of the City for any municipal purpose (Section 1.05, City Charter), and authorized to hold property that it receives in any manner (Section 51.076, Tex. Loc. Gov. Code); and

WHEREAS, the City desires to enter into that certain Shopping Center Lease between the City, as tenant, and G & I V VOP, LP, a Delaware Limited Partnership, as landlord, a true and correct copy of which is attached to this Resolution as Exhibit A and incorporated herein for all purposes (the "Lease"), by which the City will lease from the landlord certain space located within the Town at the Village on the Parkway shopping center and as described in the Lease, which space is to be used for visitor information center purposes and other uses as set forth in the Lease; and

WHEREAS, the City intends that payments by the City under or pursuant to the Lease are to be, and such payments will be, made from lawfully available and currently unencumbered funds which are included within that fund of the City designated by the City as its "Hotel Occupancy Tax Fund" (the "Fund"), into which Fund are deposited revenues derived from the imposition by the City of a hotel occupancy tax pursuant to Chapter 351, Tex. Tax Code, and such payments are in accordance with and authorized by the said Chapter 351 (that is, they promote and will promote tourism and the convention and hotel industry and are for an authorized purpose or purposes as set forth in the said Chapter 351), and nothing under the Lease is intended to be, and does not create, a debt of the City within the meaning of the Texas Constitution or require or imply any obligation on the part of the City to levy and pay any obligation under the Lease from the Town's ad valorem taxes; and

WHEREAS, the City Council does hereby find that the Lease and the use and occupancy of the premises described in the Lease are in the best interest of and beneficial to the City and its welfare, and that the same is made in accordance and in compliance with law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Shopping Center Lease, by and between the Town of Addison, as tenant, and G & I V VOP, LP, a Delaware Limited Partnership, as landlord, a true and correct copy of which is attached to this Resolution as Exhibit A and incorporated herein for all purposes (the "Lease"), is approved. The City Manager is authorized to execute the Lease on behalf of the City and to take such further acts as may be necessary in connection with the execution of the same.

Section 2. The above and foregoing recitals and premises to this Resolution are true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 3. This Resolution shall take effect immediately upon its passage and approval.


PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 2nd day of November, 2009.


Joe Chow, Mayor

ATTEST:

By: 
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: 
John Hill, City Attorney

SHOPPING CENTER LEASE

G & IV VOP, LP, a Delaware limited partnership

(LANDLORD)

AND

TOWN OF ADDISON, an incorporated Texas municipality

(TENANT)

VILLAGE ON THE PARKWAY, ADDISON, TEXAS

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SHOPPING CENTER LEASE

This lease ("Lease"), dated as of May 18, 2010 ("Effective Date"), by and between G & I V VOP, LP, a Delaware limited partnership ("Landlord") and TOWN OF ADDISON, an incorporated Texas municipality ("Tenant");

WITNESSETH:

WHEREAS, Landlord and Tenant wish to enter into this Lease on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Lease, Landlord and Tenant hereby agree as follows:

Tenant hereby leases the Premises (as hereinafter defined) from Landlord and Landlord hereby leases the Premises to Tenant upon, and subject to, the terms and conditions set forth in this Lease.

1. **Basic Lease Provisions and Definitions.**

The following terms, among others, are used as defined terms.

- (A) **Shopping Center:** NAME: Village on the Parkway
The property owned or controlled by Landlord as show on Exhibit "A" that is located in Addison, Dallas County, Texas. See Article 2(D).
- (B) **Premises:** The premises identified as Space 400 ("Space A") and Space 430 ("Space B") shown on Exhibit "A".
- (C) **Floor Area:** Space A, consisting of approximately Nineteen Thousand Eight Hundred Seventy-Eight (19,878) square feet, and Space B, consisting of a total of Six Thousand Six Hundred Thirty Five (6,635) square feet, for a total of approximately Twenty Six Thousand Five Hundred Thirteen (26,513) square feet.
- (D) **Lease Commencement Date:** The Lease Commencement Date shall be the date Landlord tenders possession of the Premises to Tenant. Landlord shall tender possession of the Premises on the Effective Date. (See Article 2).
- (E) **Rent Commencement Date:** The earlier of: (i) one hundred eighty (180) days after the Lease Commencement Date; or (ii) the date Space A is initially opened for business to the public (see Article 2).
If Tenant opens any part of Space B for business to the public prior to the Rent Commencement Date, then, for the first sixty (60) days after the earlier to occur of the date on which Tenant

receives the certificate of occupancy for Space B or the date on which Space B has so been initially opened (such earlier date being the "Space B Date") but Space A has not been initially opened, no rent shall commence. If, sixty (60) days after the Space B Date, Space A still has not been opened, then (notwithstanding the fact that the Rent Commencement Date has not occurred) Base Rent and all other charges shall thereupon commence, but monthly Base Rent shall only be \$3,317.50 until the Rent Commencement Date, and other charges (except utilities) shall only be calculated based upon Space B until the Rent Commencement Date. (If the Space B Date occurs 60 days or less before the Rent Commencement Date, this paragraph shall have no further application upon and following the Rent Commencement Date. If Space B is not initially opened prior to the initial opening of Space A, then this paragraph shall be of no effect whatsoever.)

- (F) **Lease Term:** Commencing on the Lease Commencement Date and ending at 12 noon on the Expiration Date (see Article 2).
- (G) **Expiration Date:** The last day of the tenth full Lease Year [so that the Lease Term (or "Term") consists of the 'initial special partial Lease Year' plus ten (10) additional full Lease Years] (see Article 2).
- (G-1) **Additional Terms:** Two (2) separate five (5) year options for Space A and/or Space B. See Article 43.
- (H) **Base Rent Schedule – Original Term (see Article 3):**

Lease Years	Rent Per Annum	Monthly Installment
initial special partial Lease Year	\$159,078.00 (\$6.00 psf)	\$13,256.50
1-2	\$318,156.00 (\$12.00 psf)	\$26,513.00
3-5	\$344,669.00 (\$13.00 psf)	\$28,722.42
6-8	\$371,182.00 (\$14.00 psf)	\$30,931.83
9-10	\$397,695.00 (\$15.00 psf)	\$33,141.25

[In addition to the above amounts, Base Rent for Space B in the amount of \$3,317.50 per month may be owing prior to the Rent Commencement Date, pursuant to the second paragraph of clause (E), above.]

(H-1) **Base Rent Schedule – Additional Terms (see Article 43):**

Lease Years	Rent Per Annum	Monthly Installment
11-12	\$424,208.00 (\$16.00 psf)	\$35,350.67
13-15	\$450,721.00 (\$17.00 psf)	\$37,560.08
16-17	\$477,234.00 (\$18.00 psf)	\$39,769.50
18-20	\$503,747.00 (\$19.00 psf)	\$41,978.02

- (I) **Tax Rent:** Initial estimate of \$4.20 per square foot per annum, in the calendar year in which the Rent Commencement Date occurs (see Article 5(B)).

- (J) Tenant's Contribution to Landlord's Common Area Costs: Initial estimate of \$2.45 per square foot per annum, in the calendar year in which the Rent Commencement Date occurs (see Article 8(D)).
- (K) Insurance Rent: Initial estimate of \$0.40 per square foot per annum, in the calendar year in which the Rent Commencement Date occurs (see Article 8(G)).
- (L) Intentionally Omitted
- (M) Permitted Use: 1. (a) The Premises shall be used, if at all, for any or all of the following: (i) as a visitor's information center for meeting and office space for tourism and for meeting and office space promoting the convention and hotel industry, for economic development and to promote Tenant; (ii) to exhibit, promote and encourage art; (iii) for other governmental activities and uses of and by charitable non-profit, non-partisan entities selected by Tenant including the Approved Subtenants (and acceptable to Landlord in its reasonable operation of a first quality retail shopping center) related to the use described in clause (i) above, in a manner typical of first-class office or first-class conduct of other permitted activities, with the nature and conduct of all activities to be in a manner so as not to detract from the first-class retail environment of the Shopping Center; (iv) for meetings, events and presentations directly related to any enumerated Permitted Use; (v) to exhibit incidental products, items and services directly related to the foregoing (and reasonably acceptable to Landlord in its good faith operation of a good quality retail shopping center); (vi) for the design, implementation, incidental assembly (for on-site sale or decoration only, without off-Premises sale of items produced or assembled at the Premises, other than sales of items created by individual artisans at occasional craft fairs along with small-scale sales in very limited numbers of retail stores by any artisan), of items produced or assembled at the Premises; (vii) for the retail sale of art, pottery, sculpture, book binding, jewelry and glass works related to the foregoing activities; (viii) for incidental special fundraising or publicity events directly benefitting any of the foregoing permitted activities; (ix) for incidental, occasional lawful provision and/or sale of wine, beer and alcoholic beverages for on-Premises consumption as part of meetings, functions and events incidental to activities permitted under this Lease; (x) for non-profit special events or fundraising galas such as auctions, casino nights and similar events; (xi) for on-site food preparation and catering for on-Premises meetings, functions and events permitted under this Lease; (xii) for art and craft classes oriented to individual craftsmen (such as training individuals in single-person artistic: book or paper art, bookbinding, drawing, painting, bead-making, wirewrap, photography floral and gardening, clay modeling, ceramics, glass, fiber art, jewelry and related metalsmithing, and typical evolution of such personal crafting arts), but not granting academic degrees or professional certifications (the classes may consist of any number of attendees,

but each shall be training for single-person art and craft activities, not for multiple-person and/or industrial-style art or craft production), consisting of sessions typically lasting from 5 to 9 weeks meeting one time per week for 3 to 3-1/2 hours per class as well as special single-session presentations and occasional intensive workshops of up to approximately a week; (xiii) antique shows, craft shows, and flower and garden shows; (xiv) third-party meeting facilities for the enumerated Permitted Uses, (xv) for meetings, functions and events in accordance with the provisions of Exhibit "P" [notwithstanding anything to the contrary, it is the intent of the parties that the provisions of Exhibit "P" shall govern all meetings, functions and events that are enumerated in Exhibit "P", but shall not govern meetings, functions and events that are part of a specifically enumerated use in this Article 1(M)]; (xvi) for Chamber of Commerce purposes; and (xvii) for no other purpose whatsoever (see Article 9(A)) without Landlord's specific advance written consent with respect to the conduct of such activity or event in a good quality retail shopping center, which consent shall not be unreasonably withheld to the extent such activity or event is solely within the Premises, and such consent to be given or withheld in Landlord's good faith judgment to extent such activity or event utilizes or affects the Common Area.

(b) Notwithstanding anything whatsoever to the contrary, the Premises shall not be used for: (i) manufacturing (although production of objects on a very small scale as an incidental part of permitted art and craft classes shall be permitted so long as not classified as an industrial, manufacturing or similar activity under applicable laws, ordinances or regulations); (ii) receipt of municipal payments (other than payments for Permitted Uses conducted at the Premises); (iii) an employment office, job-training or other labor- or unemployment-related facility; (iv) receipt of applications (other than for Permitted Uses conducted at the Premises) for jobs, approvals or permits; (v) medical, clinic, or counseling purposes; (vi) governmental functions such as the following (by way of example but not of limitation): building inspection department, planning / zoning department, environmental evaluations, record room or record reference areas or facilities (except for records kept in connection with any Permitted Use conducted at the Premises), accounting (other than for Permitted Uses conducted at the Premises), taxation, collections (other than for Permitted Uses conducted at the Premises), municipal payment location (other than payments for Permitted Uses conducted at the Premises), governmental purchasing (other than purchasing for Permitted Uses conducted at the Premises), finance department, parks department, recreation department, public works, utility administration, fire station, police station, life-safety and/or health departments, human resources, public employment (other than for Permitted Uses conducted at the Premises), private employment office (other than for Permitted Uses conducted at the Premises), unemployment office, information technology department or other support functions for governmental activities (other than for Permitted Uses conducted at the Premises), judicial or quasi-judicial hearing rooms or facilities, courts, promulgation or

receipt of applications or interviews pertaining to any of the foregoing or to other governmental functions (other than for Permitted Uses conducted at the Premises), or promulgation or receipt of bids related to governmental functions; or (vii) baby showers, birthday parties, mitzvahs, anniversary parties, engagement parties, debutante parties, reunions, weddings, wedding receptions, graduation parties, team parties, family parties, and similar events. (The term 'parties' shall be construed broadly, to include any event of any nature. It is used because it is often used in referring to such terms, but is not meant to distinguish or exclude other types of events.)

The sole storage at the Premises shall be of personal property directly related to one or more of the Permitted Uses.

The "Protected Area" shown hatched on Exhibit "A" attached hereto and incorporated herein shall be used by Tenant only for Permitted Uses in connection with the use of the Premises. As of the date of this Lease, Tenant anticipates using the Protected Area as a kiln or similar facility, and, at present, Landlord approves such use subject to the provisions of this Lease, including without limitation Exhibits "B" and "D".

2. Notwithstanding anything whatsoever to the contrary, no activity shall be permitted which alters the building code, zoning, use classification, parking ratio, or other classifications, laws, ordinances, rules and regulations applicable to the Premises or Protected Area, the building in which the Premises is located, or any other element or part of the Shopping Center, nor (except solely to the extent expressly set forth in this Lease) impose any obligation on Landlord to perform any alterations or work or burden any right or entitlement of Landlord or the Shopping Center. The parties intend that this Lease shall not create, cause, be the basis for, or be related to claims that the Shopping Center or any part of it is subject to rights of access for public assembly, free speech, picketing, organization, demonstrations, or any similar activity, and Tenant and its rights under this Lease shall be construed accordingly.

(N) Marketing Fund: \$0.50 per square foot per annum (see Article 8(H)).

(O) Advance Rent: \$43,194.10 (see Article 3(A)).

(P) Landlord's Notice Address: G & I V VOP, LP
c/o 220 East 42nd Street, 27th Floor
New York, NY 10017
Attn: Director - Asset Manager

(P-1) With a copy to: Venture Commercial
8235 Douglas Avenue, Suite 720
Dallas, TX 75225

Attn: Property Manager

- (P-2) **Landlord's Payment Address:** G&I V VOP LLC LB
P. O. Box 712946
Cincinnati, OH 45271-2946
- (Q) **Tenant's Notice Address:** Town of Addison
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager
- (Q-1) **With a copy to:** Town of Addison
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Attorney
- (R) **Broker(s):** Venture Commercial Real Estate, LLC, representing solely Landlord.
- (S) **Intentionally Omitted**
- (T) **Allowance:** Up to \$231,955.00

FOR INFORMATION ONLY

Tenant's Telephone No.: _____ [PLEASE ADVISE]

Tenant's Fax No.: _____ [PLEASE ADVISE]

Tenant's Trade Name: _____ [PLEASE ADVISE]

Tenant's Contact Person: Ron Whithead, City Manager

The following riders and exhibit(s) are hereby incorporated into this Lease and made a part of this Lease for all purposes:

Riders:

Rider "A" – General Lease Provisions (set forth in Articles 2 through 32).

Rider "B" – Specific Lease Provisions (beginning with Article 33).

Exhibit "A" – Site Plan

Exhibit "A-1" – Ground Lease Portions

Exhibit "B" – Tenant's Plans and Specifications Requirements

Exhibit "B-2" – Construction Criteria

Exhibit "C" – Sign Criteria

Exhibit "C-1" – Tenant Signage Location

Exhibit "D" – Shopping Center Rules and Regulations

Exhibit "E" – Form of SNDA

Exhibit "F" – Form of Memorandum of Lease

Exhibit "G" – List of Existing Lenders and Lessors

Exhibit "H" – Term Commencement Agreement

Exhibit "I" – Meeting Rules and Regulations [See Article I (M)(xv)]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

WITNESSES TO LANDLORD:

Joseph [Signature]
Joseph [Signature]

LANDLORD:

G & I V VOP LP,
a Delaware limited partnership

By: **G & I V Investment GP, LLC,**
a Delaware limited liability Company
its general partner

By: [Signature]
Name: [Signature]
Title: [Signature]

Date: 2/11/10

TENANT:

TOWN OF ADDISON,
an incorporated Texas municipality

By: _____
Ron Whitehead, City Manager

Date: _____

Fed Tax I.D. #: _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

WITNESSES TO LANDLORD:

G & I V VOP LP,
a Delaware limited partnership

By: **G & I V Investment GP, LLC,**
a Delaware limited liability Company
its general partner

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

WITNESSES TO TENANT:

TOWN OF ADDISON,
an incorporated Texas municipality





By: 

Ron Whitehead, City Manager

Date: 12-22-09

Fed Tax I.D. #: _____

RIDER A

THIS RIDER A IS ATTACHED TO AND HEREBY MADE A PART OF THE LEASE
(SEE ALSO RIDER B).

1. Basic Lease Provisions and Definitions are set forth, above.
2. Commencement; Expiration; Additional Definitions.

(A) Commencement and Expiration Dates This Lease shall be an enforceable contract upon the mutual execution of this agreement by both parties. The Lease Term shall commence on the Lease Commencement Date. Tenant's duty to pay Rent shall commence on the Rent Commencement Date. Subject to the Additional Terms, the Lease Term shall expire without notice on the Expiration Date. On request, Tenant shall promptly deliver to Landlord a Term Commencement Agreement in the form attached hereto as Exhibit "H", if and to the degree same is true.

(B) Lease Year The first nine months of the Term shall be an initial period that is an "initial" special partial "Lease Year", which shall commence on the Rent Commencement Date and end on the last day of the calendar month which is nine months after the Rent Commencement Date (by way of example, if the Rent Commencement Date occurs on January 15, then such 'initial special partial Lease Year' would end on the following October 31). The first full Lease Year and each subsequent Lease Year shall consist of a successive twelve (12) month period (continuing the preceding example, the first full Lease Year and each subsequent Lease Year would be from November 1 through October 31).

(C) Tender Landlord shall tender possession of the Premises to Tenant as described in Article 1(D) of this Lease.

(D) Shopping Center The term "Shopping Center" as defined in Article 1(A) may be modified by Landlord upon the sale of any portion of the Shopping Center. The parties hereto acknowledge that the purpose of Exhibit "A" described in Article 1(A) is to show the approximate location of the Premises and Protected Area in the Shopping Center and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises or Protected Area, its precise area or the specific location or elements of the Common Area (see Article 8(B)) or of the access means to the Premises or Protected Area or the Shopping Center. Landlord reserves the right to construct, maintain, and operate lighting and other facilities, temporary and/or permanent improvements and buildings, equipment and signs on all parts of the Common Area; to increase, reduce or change the number, size, height, layout, or locations of buildings, walks, parking, driveways, entrances, exits, and other Common Areas now or hereafter forming a part of the Shopping Center; to police the Common Area; to restrict parking by tenants and other occupants of the Shopping Center and their employees, agents and invitees; to close temporarily all or any portion of the Common Area to make repairs, changes or to avoid public dedication (but Tenant and Tenant's employees, agents and invitees shall at all times have access through the Shopping Center to a public-dedicated street); to discourage or prohibit noncustomer parking; to employ and discharge all personnel with respect to maintenance operations and policing of equipment of said Common Area; provided, however, that Landlord shall not alter the "Protected Area" shown on Exhibit "A" so as to materially impair Tenant's access thereto. Landlord's rights include, without limitation, the right to require that parking for the Premises in connection with any events, meetings, activities or presentations having twenty (20) attendees or more and occurring in whole or in part during hours when either (x) other tenants in the building containing the Premises are operating or (y) a majority of then-existing tenants and occupants of the Shopping Center are operating shall initially be in the area shown as the "Excess Parking" area hatched on Exhibit "A". The Excess Parking area shall be subject to Landlord's reasonable modification or relocation from time to time with Tenant's consent, which shall not be unreasonably withheld. (The Excess Parking area, as located from time to time, will be in an area where such parking is

permitted.) Landlord, in its sole discretion, may delegate its rights herein with regard to the Common Area to an independent contractor or management company, which may or may not be an affiliate of Landlord.

3. **Base Rent; Payment Installments.**

(A) **Base Rent; Payment Installments** Tenant shall pay Base Rent in monthly installments in advance on the first day of each calendar month in the amount specified in the Base Rent Schedule (see Article 1(H)). Tenant shall pay the Base Rent, Landlord's estimate of Tax Rent, Tenant's Contribution to Landlord's Common Area Costs, and Insurance Rent, and any applicable sales tax, for the first full calendar month of full Lease Year I at the time of Tenant's execution of this Lease (see Article 1(O)). If the Rent Commencement Date is not the first of the month, the Base Rent and other monthly charges for that month shall be prorated and based on the Rent Commencement Date. In any Lease Year that contains more or less than twelve (12) months, Base Rent and other charges for such Lease Year shall be prorated such that the Base Rent due for each month shall be the monthly Base Rent in Article 1(H) or any subarticle thereof. Tenant shall pay Base Rent and other Rent to Landlord or its designated agent at the address specified by Landlord without Landlord making any demand. The obligation to pay Base Rent and other Rent is an independent, unconditional covenant.

(B) **Additional Rent** Base Rent and all other payments required to be made by Tenant under the Lease, including, without limitation, Tax Rent, Tenant's Contribution to Landlord's Common Area Costs, and Insurance Rent, as well as the Marketing Fund, shall be deemed to be included in the term "Rent." Landlord shall have the same rights and remedies for non-payment of any Rent as for non-payment of Base Rent.

(C) **Late Rent** Any Rent not paid within ten (10) days of when due shall bear interest on the payable amount from the date when due until paid at the Default Interest Rate (see Article 24(B)). In addition, Tenant shall pay Landlord the greater of eight percent (8%) of the overdue amount or Two Hundred Fifty and 00/100 Dollars (\$250.00) as an administrative charge for each payment that is made ten (10) days or more after the date when due.

(D) **Rent During Dispute** Except as otherwise provided in this Lease, Tenant shall pay Landlord all Rent faithfully when due, including during the continuance of any dispute or legal action, subject to reimbursement if directed by the Court in which the action is brought. Tenant may not interpose counterclaims in any action brought by Landlord to enforce Rent obligations and/or to exercise remedies for non-payment of Rent, except for compulsory counterclaims required by Texas law. All Rent due to Landlord under this Lease shall, unless and to the extent otherwise expressly provided herein, be due and payable without any notice, demand, offset, credit, deduction or abatement.

(E) Notwithstanding anything in this Lease stated or implied to the contrary, Tenant's obligation to pay Base Rent and all other charges, fees and amounts owing to Landlord is subject to Tenant's annual budgeting and appropriation of revenues by Tenant. Tenant must therefore, in accordance with Texas law, retain the continuing right to terminate this Lease; exercise of such right of termination must be by written notice given to Landlord on or before June 30 of any calendar year during the Lease Term, and such termination shall be effective on the September 30 of such calendar year. If Tenant so terminates this Lease, Tenant shall have the unconditional obligation to pay to Landlord, on or before the March 1 immediately subsequent to the September 30 on which this Lease terminates, a stipulated reimbursement (collectively, the "Termination Reimbursement") to Landlord in the combined amount of (i) (x) the Allowance paid by Landlord plus all other actual and reasonable out-of-pocket costs and expenses incurred by Landlord in connection with this Lease, including, but not limited to, reasonable legal fees and reasonable brokerage commissions, multiplied by (y) a fraction, the numerator of which is the number of months (if any) remaining during the initial 10-year Term calculated as of the effective date of termination, and the denominator of which is one hundred twenty (120), plus (ii) the total combined Base Rent and Additional Rent that would have been payable for the first two (2) calendar months following the effective date of termination as a reasonable stipulated amount as an agreed reimbursement of Landlord's prospective reletting, conversion, vacancy, allowance, concession and/or down-time costs and losses.

4. Intentionally Omitted.
5. Taxes; Insurance Rent.

(A) "Taxes" shall mean and include: real estate taxes; special and general assessments; governmental license and permit fees; charges for public or easements benefiting the Shopping Center; taxes on other areas made available for the common use or benefit of tenants; and all other governmental impositions and charges (extraordinary as well as ordinary, foreseen and unforeseen) which are either a lien on the Shopping Center or which are charged, levied or assessed on, or imposed in connection with, the ownership, use, occupancy or possession of the Shopping Center, and/or which appear as a charge on a tax bill given to Landlord by any taxing authority, and Margin Tax (hereinafter defined) attributable solely to Tenant's Rent. "Margin Taxes" means taxes levied pursuant to House Bill 3 adopted by the 79th Texas Legislature, 3rd Called Session, as signed into law on May 15, 2006, as amended and supplemented from time to time. Taxes also include interest on installment payments and costs and expenses and fees (including reasonable attorneys' and other reasonable experts' fees) incurred by Landlord in contesting and/or negotiating Taxes with the public authorities. However, "Taxes" shall not include any late charges, delinquent interest, inheritance, estate, succession, transfer, or gift tax, or Margin Taxes (other than Margin Taxes attributable solely to Tenant's Rent), any franchise or corporation tax, or any net income tax, net profit tax or capital tax imposed on Landlord. If Taxes are billed or are payable in arrears after they have accrued or become a lien, then Taxes shall be deemed to be payable during the calendar year in which the Lease Term is in effect and shall be included in the definition of "Taxes" shared in or payable by Tenant according to the provisions of this Article even though the payment thereof relates to a fiscal tax period in whole or in part occurring prior to the commencement of or after the end of the Lease Term. The intention of this Article is that Tenant shall pay Tax Rent during each year of the Lease; nothing contained herein shall be construed to require Tenant to pay double taxes or sums caused by Landlord's delinquency in paying Taxes.

(B) Tax Rent As additional Rent (herein called "Tax Rent"), Tenant shall pay to Landlord, in the manner hereinafter described, the product obtained by multiplying the aggregate amount of all Taxes payable by Landlord for the then-current calendar year (or other fiscal or accounting year selected by Landlord) by "Tenant's Fraction", defined below. On the first day of each month in advance, Tenant shall pay to Landlord one-twelfth (1/12th) of Tenant's annual share of Tax Rent, based on Landlord's estimates. If after the end of a calendar year (or other accounting period used by Landlord equal to one year) the total of the monthly payments by Tenant for the year has exceeded or is less than the annual Tax Rent actually due, then an adjustment shall be made with appropriate payments to or refund by Landlord. If the amount of any Taxes payable during the current year shall not yet have been billed by the taxing authority, the monthly Tax Rent then payable shall be based on the amount of the corresponding Taxes for the immediately preceding Tax year, subject to immediate adjustment (and payment or refund of the adjusted amount) when such Taxes are billed or determined.

(C) Insurance Rent Tenant shall pay to Landlord, as additional Rent, "Insurance Rent", as hereinafter defined, in the manner hereinafter described, the product obtained by multiplying the aggregate amount of all Insurance payable by Landlord for the then-current calendar year (or other fiscal or accounting year selected by Landlord) by Tenant's Fraction. On the first day of each month in advance, Tenant shall pay to Landlord one-twelfth (1/12th) of Tenant's annual share of Insurance Rent, based on Landlord's estimates. If after the end of a calendar year (or other accounting period equal to one year used by Landlord) the total of the monthly payments by Tenant for the year has exceeded or is less than the annual Insurance Rent actually due, then an adjustment shall be made with appropriate payments to or refund by Landlord.

"Insurance Rent" shall include the costs of insuring buildings and improvements at the Shopping Center and insuring for bodily injury and property damage liability including insurance premiums, administrative costs, fees, and losses within deductibles and/or self-insured retentions for All-Risk Property Insurance or other property insurance carried by Landlord including Flood and Sink-Hole, Earthquake, Boiler & Machinery, Loss of Rents, Crime, General and Umbrella liability, Automobile, and such other coverages and limits as Landlord deems reasonable, all at the fair premiums (which may be at the manual rates applicable to the Shopping Center), as if the

Shopping Center was the only property owned by Landlord. Landlord's insurance may be obtained through blanket policies as long as Landlord makes a reasonable allocation of premiums to the Shopping Center.

(D) Tenant's Fraction "Tenant's Fraction" consists of the numerator, which is the Floor Area of the Premises, and the denominator, which is the total square footage of ground floor area leased (on the first day of the month in question) inside all the buildings of the Shopping Center. In no event shall Tenant's Fraction exceed an amount equal to one hundred five percent (105%) of Tenant's Fraction during the first year of this Lease.

(E) Other Taxes In addition to Tax Rent, Tenant shall pay: all taxes attributable to its signs, personal property, trade fixtures and leasehold interests placed by Tenant in the Premises; all taxes allocable or attributable to any improvements made by Tenant to the Premises or Protected Area; and all occupancy taxes or other taxes on its right to occupy the Premises. All taxes on Rent (including sales taxes on Rent in any jurisdiction imposing a tax on rents) shall be paid by Tenant. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal and trade fixtures placed by Tenant in the Premises or personal and trade fixtures or improvements in the Protected Area and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord within 30 days after Tenant's receipt of written demand that part of such taxes for which Tenant is primarily liable hereunder.

(F) Audit Tenant may, from time to time upon twenty-one (21) days advance notice, audit Landlord's books and records with respect to charges imposed under this Article 5 and Article 8 hereinbelow at the location within the continental United States where Landlord maintains such information, for the preceding three (3) calendar years. (Charges for years previous to such period shall be considered final and shall not be subject to audit.) Such audit shall be at Tenant's expense, unless (a) such audit proves that Tenant has overpaid such charges by two and one-half percent (2.5%) or more for the period audited or any portion thereof, and (b) Tenant's auditor is not compensated on a contingent basis or on a basis related to the amount recovered, in which event Landlord shall reimburse Tenant's reasonable actual audit cost and related expenses in an amount not to exceed Eight Thousand Dollars (\$8,000.00). Landlord or Tenant shall promptly make any payment to correct any error proven to exist in connection with any audit under this Article 5.F.

6. Intentionally Omitted.

7. Construction; Condition of Premises; Ownership of Installations.

Tenant may not perform any construction work at the Premises or Protected Area without first obtaining Landlord's written approval of its plans. Consent shall not be unreasonably withheld, conditioned or delayed. Prior to Tenant entering the Premises, Tenant shall provide Landlord with the proof of insurance referred to in Article 11(B). If Tenant enters the Premises prior to the Lease Commencement Date, Tenant shall pay for all utilities used by it, and defend, indemnify and hold Landlord Indemnitees harmless from all liability which arises out of Tenant's possession, use or occupancy of the Premises and Protected Area by Tenant or Tenant's employees, agents, contractors, subcontractors and invitees. All other provisions of this Lease shall apply during such period except (unless otherwise stated herein) the obligation to pay Rent.

Promptly following the Lease Commencement Date, Tenant shall do all work necessary to prepare the Premises for any Permitted Use and to open for business. Prior to opening, Tenant shall obtain a permanent certificate of occupancy (or local equivalent) for the Premises from the local government agency having jurisdiction, obtain final lien waivers for all work performed or material supplied by or on behalf of Tenant, and forward copies of these documents to Landlord. Tenant shall, in doing any work, making any installations, or in using, occupying or conducting business at the Premises and Protected Area, comply with all laws, regulations, building codes and/or fire codes applicable to the Premises and Protected Area and Tenant's improvement, design, use or occupancy of the

Premises and Protected Area, including those that relate to installation, maintenance, upgrading, repair or replacement of sprinkler systems. Tenant shall defend, indemnify and hold Landlord Indemnitees harmless from all losses, damages, lawsuits, claims, liabilities, costs and expenses (including reasonable attorney fees, paralegal fees, court costs and costs of appeal) arising out of any failure to comply with the foregoing.

Tenant acknowledges Landlord has made no representations as to the condition of the Premises and Protected Area and the Shopping Center, and that Tenant has conducted all inspections it deems necessary (including environmental). Except for Landlord's work described in this Lease, if any, Tenant accepts the Premises and Protected Area and all the equipment, apparatus, plumbing, heating, air conditioning, electric, water, waste disposal and other systems relating thereto and the parking lot and the other Common Area of the Shopping Center "AS IS". Tenant waives the implied warranty of suitability; provided, however, that such waiver of the implied warranty of suitability shall not diminish or impair any claim by Tenant of constructive eviction or any rights or remedies available as a result of such claim. Landlord is not obligated with respect to either the Premises or the Shopping Center to make any improvements, changes, installations, do any work, make any alterations, repairs or replacements, obtain any permits, licenses or governmental approvals, or to obtain permits required by governmental authorities to allow Tenant to open for business at the Premises, unless Landlord has expressly agreed in this Lease.

Except for signs, counters or other easily removable similar trade fixtures installed by Tenant at Tenant's expense, all alterations, decorations, additions and improvements made by Tenant to the Premises or Protected Area, including all heating and air conditioning units, equipment and apparatus at the Premises or Protected Area and other fixtures such as ceiling tiles and grids, lighting fixtures, electric panel boxes, plumbing, boilers, floor and wall coverings, alarm systems, lights, toilet fixtures, partitions, doors and utilities shall be deemed attached to the freehold and shall become Landlord's property at the end of the Lease Term.

8. Common Area.

(A) Use of Common Area Subject to subarticle (C) below, Tenant and its employees, agents, invitees, and customers shall have the non-exclusive right to the use of the Common Area (as it exists and is intended for such purposes, from time to time) for parking, ingress, egress, vehicular and pedestrian use and deliveries only and for no other purpose.

(B) Definition "Common Area" is hereby defined as the outdoor areas, enclosed building areas, equipment and facilities of the Shopping Center that are not leased to tenants and are made available by Landlord for the benefit and convenience of tenants and their employees, subtenants, customers and invitees, including: parking areas, driveways, loading docks, sidewalks and curbs; entrances from the adjacent streets; traffic islands and landscaped areas; meter rooms outside individual stores; fencing; lighting facilities; fountains; irrigation systems serving landscaped areas; sprinkler systems serving buildings; sewage systems outside tenants' stores; roofs, gutters, downspouts and the exterior of outside walls (excluding storefronts) of buildings (without implying Tenant may use the roofs or outside walls); directional or safety signs; Landlord's pylon signs (but not individual tenant panels) and sign panels which identify the Shopping Center, as well as mall areas, if any.

(C) Landlord Control Except as otherwise specified in this Lease, Landlord agrees to use commercially reasonable efforts to make all necessary repairs, replacements and maintain the Common Area (other than the Protected Area, which shall be the responsibility of Tenant) in a manner generally typical of shopping centers similar to and located within two (2) miles of the Shopping Center. Landlord shall maintain, repair and replace the Common Area (other than the Protected Area, which shall be the responsibility of Tenant) in compliance with law (including, without limitation, the Americans with Disabilities Act and equivalent Texas laws) and to the extent necessary to avoid impairment of Tenant's use, operation and enjoyment of the Premises (except, however, to the extent such requirements or compliance result from Tenant's improvement or design of the Premises or Protected Area, then Tenant shall perform work necessary to alter such area so as to place it in compliance, and Landlord shall thereafter repair, replace and maintain such alterations), or particular use of the Premises or Protected

Area; in such event, such compliance shall be Tenant's responsibility. (In illustration of the foregoing, if Tenant's improvement or design or particular use causes Landlord to be required to alter the Common Area in order to comply with laws and such element had, prior to Tenant's improvement or design or particular use, been in compliance with laws, then such alteration shall be at Tenant's expense; and, thereafter, Landlord shall thereafter repair, replace or maintain same; Tenant shall assign to Landlord any warranty received in connection therewith.) If Landlord is required to alter the Common Area and such requirement is not due to Tenant's improvement or design or particular use or such element had not been in compliance with laws prior thereto, then such alteration shall be at Landlord's expense. Thereafter, such alteration shall be within the scope of Landlord's Common Area obligations.) Tenant acknowledges, and it is hereby stipulated, that the standard of maintenance and operation of the Common Area, as maintained and operated as of the date of this Lease, complies with Landlord's Common Area maintenance and operation requirements under this Lease. Landlord reserves the right at any time to change, reduce or add to the Common Area (further, see Article 28). Tenant and its employees shall park their vehicles only in areas designated by Landlord for employee parking, if any, and if, after one (1) employee parking violation notice is given to an employee, a violation involving the same vehicle recurs, Landlord shall have the right to tow such vehicle at the Tenant's expense of Fifty and 00/100 Dollars (\$50.00) per occurrence. All trucks and delivery vehicles shall be parked at the rear of the Shopping Center in an area designated by Landlord, if any. Landlord may close parts of the Common Area for such time as is necessary, in its opinion, to prevent a dedication or accrual of rights in other persons. Landlord shall not be obligated pursuant to this Lease (although it may do so at its option) to keep the Common Area illuminated to any extent after 10:00 P.M. or on any legal holiday.

(D) Tenant's Contribution to Landlord's Common Area Costs On the first day of each month in advance, Tenant shall pay to Landlord, as additional Rent (herein called "Tenant's Contribution to Landlord's Common Area Costs"), one-twelfth (1/12th) of Tenant's annual share of Landlord's estimated Landlord's Common Area Costs. Tenant's annual share shall be determined by multiplying the Landlord's Common Area Costs by Tenant's Fraction. Tenant's Contribution to Landlord's Common Area Costs shall be prorated for any partial calendar month.

(E) Landlord's Common Area Costs "Landlord's Common Area Costs", being generally the expenses and liabilities incurred by Landlord during each calendar year (or other fiscal or accounting year selected by Landlord) in which the Lease Term is in effect shall mean all costs and expenses incurred by Landlord in operating, maintaining, repairing, lighting, signing, cleaning, painting, striping, insuring, equipping, staffing, heating and cooling, securing, and policing of the Common Area, including, without limitation, all costs associated with the following items or services, which may be incurred by Landlord in its sole discretion: (i) alarm system, patrol services and fire protection; (ii) maintenance of irrigation systems; (iii) insurance, including, without limitation, liability insurance for personal injury, death and property damage to the extent not reimbursed by Tenant or (except as 'passthrough'-type contributions or specified payments expressly in lieu thereof) other tenants at the Shopping Center; (iv) 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; (v) all landscaping, including, but not limited to, lawn maintenance, new plantings and replacement of existing landscaping; (vi) repairing, cleaning, sweeping, painting, striping, replacing and repaving of paving, curbs, walkways, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, signs and other markers, landscaping, drainage pipes, ducts, conduits, lighting facilities, parking facilities and all other Common Area site amenities; (vii) maintenance, repair and replacement of utility systems serving the Shopping Center, including, but not limited to, water, sanitary sewer and storm water lines and drainage systems, electrical, gas, telephone and lighting systems (including bulbs, poles, and fixtures) and other utility lines, pipes and conduits, and all payments of utility charges in connection with any of the foregoing systems; (viii) maintenance, repair, replacement and substitution of and for all portions of the buildings and parking structures in the Shopping Center (but excluding the Protected Area and interior, non-common elements of the Premises and premises leased to other tenants), including, but not limited to, walls, roofs and roof flashings, canopies, skylights, signs, planters, benches, fire exits, doors and hardware, windows, glass and glazing; (ix) inspection, maintenance, repair and acquisition costs (including depreciation) of any and all machinery and equipment used in the operation and maintenance of the Common Areas, including personal property taxes and other charges and Taxes incurred in connection with such equipment; (x) removal of snow, ice, trash and debris; (xi) maintenance of and compliance with federal, state or local governmental ambient air and environmental standards; (xii) all materials, supplies and services purchased or hired in connection with the operation of the Common Area;

(xiii) compensation and benefits paid to any and all personnel, including, without limitation, security and maintenance persons, secretaries, bookkeepers and other personnel related to the operation of the Common Area; (xiv) seasonal decorations; (xv) Common Area water charges; (xvi) maintenance, repair, replacement and removal of the Common Area fountains; (xvii) actual management fees charged for management of the Shopping Center; and (xviii) an overhead administrative cost allowance in the amount of ten percent (10%) of the total Common Area Costs. Capital expenditures shall be included in Common Area Costs only on an amortized basis in accordance with Landlord's good faith shopping center accounting standards.

In the event that the Shopping Center or any part thereof is an enclosed mall or includes any enclosed Common Areas, Landlord's Common Area Costs shall also include heating, air conditioning, ventilation and fire protection, as well as the repair, replacement, painting, sweeping, cleaning, protection and operation of the enclosed areas, facilities and equipment, including: floor covering, ceiling, lighting and common area sprinklers.

Notwithstanding anything contained in this Lease to the contrary, Landlord's Common Area Costs shall not include the following: costs attributable to initial improvements or initial work which were part of plans and specifications for the initial development of the Shopping Center for which building permits were issued, i.e. initial planting, initial parking lot lighting, initial striping, initial roads, etc.; leasing costs of any type, be it procuring tenants, releasing space or retaining existing tenants; general offsite administrative overhead costs in excess of ten percent (10%); costs of the construction of additional floor area at the Shopping Center; commissions paid or work done for tenant premises to lease space in the Shopping Center; amortization of debt; debt service on any mortgages of Landlord and the rental under any ground or underlying lease; repair and other work occasioned by fire or other casualty to the extent Landlord is reimbursed by insurance; any fines or penalties incurred due to the proven violations by Landlord of any governmental rule or authority and the defense of same; and expenses for renovating vacant or vacated space.

However, (a) Tenant's annualized Tenant's Contribution to Landlord's Common Area Costs during 2010 shall not exceed \$3.00 per square foot, and (b) beginning with calendar year 2011 and thereafter for each subsequent calendar year, Tenant's annualized Tenant's Contribution to Landlord's Common Area Costs per square foot shall not exceed one hundred four percent (104%) of Tenant's annualized Contribution to Landlord's Common Area Costs per square foot for the preceding calendar year on a non-cumulative basis (imputing full normal charges to any periods of abatement, as if full payments had been due and applicable during such periods). Costs of insurance, taxes, utilities and security shall not be part of the calculations in this paragraph, and shall be included in Tenant's Contribution to Landlord's Common Area Costs per square foot in their full amount during every calendar year.

(F) Annual Adjustment Not later than 180 days after the end of each annual accounting period (selected by Landlord), Landlord shall furnish to Tenant a statement of the actual Landlord's Common Area Costs. If the statement shows that the aggregate of monthly estimates paid by Tenant during such year was less than Tenant's Contribution to Landlord's Common Area Costs payable based on the actual Landlord's Common Area Costs set forth in such statement, Tenant shall pay the balance due to Landlord within 30 days after Tenant's receipt of the statement. If such statement shows that the aggregate paid by Tenant exceeded Tenant's Contribution to Landlord's Common Area Costs payable based on the actual Landlord's Common Area Costs set forth in such statement, Landlord shall either refund the excess or credit the excess against the next accruing payment of Tenant's Contribution to Landlord's Common Area Costs. If Landlord elects to refund the excess, such refund shall be paid to Tenant within 30 days after the date Landlord furnishes the statement to Tenant. If Landlord elects to credit the excess and if the excess cannot be fully satisfied by a credit to the next accruing payment of Tenant's Contribution to Landlord's Common Area Costs, the credit shall continue to be given to the immediately succeeding payment of Tenant's Contribution to Landlord's Common Area Costs until the full amount of the credit is given. Tenant acknowledges Landlord has not made any warranty, agreement or representation of any kind as to the actual dollar amount of Landlord's Common Area Costs or Tenant's share thereof.

(G) Deductible In the event of an insured loss, Tenant shall pay its share of Landlord's insurance deductibles. Landlord may, from time to time, spread its deductibles over a number of properties to

mitigate extremes of risk on any particular shopping center and/or tenant, but Tenant's costs shall not be materially increased relative to the amount, over the Term, which would have been applicable if there had been no such spreading.

(H) Marketing Fund As its contribution towards the marketing, advertising, and promotional activities of Landlord with respect to the Shopping Center, Tenant shall pay to Landlord the monthly Marketing Fund charge (see Article 1(N)), without escalation. Each year, Landlord shall expend at least an amount equivalent to Tenant's contribution toward marketing, advertising and promotional activities with respect to the Shopping Center.

9. Use of Premises.

A. The Premises (and, ancillary thereto, the Protected Area) will be used and occupied for the Permitted Use only (see Article 1(M)), and for no other use or purpose. Without limiting the foregoing, no (i) sale or dispensing of public lottery tickets, other public gaming tickets or pornographic materials, nor (ii) sale of liquor, wine or beer, shall be permitted other than in accordance with the provisions of Article 1(M). Tenant may not change its trade name (see Article 1) with the prior written consent of Landlord, which shall not be unreasonably withheld as to operations for the Permitted Use.

B. Intentionally omitted.

C. Tenant's Business Operations. There is no operating covenant under this Lease, and Tenant is not in breach if it does not operate in part or all of the Premises. If Tenant ceases operations at the Premises for a period of one hundred eighty (180) consecutive days [other than to the extent operations are prevented due to casualty or condemnation; alternatively, if, as of such 180th day, renovations are being performed with commercially reasonable diligence in preparation for re-opening of operations, then such additional time shall be provided as is necessary for Tenant, in the performance of continuous construction pursued to completion with commercially reasonable diligence to re-open operations, up to a maximum total period of closure of 365 consecutive days], then Landlord may terminate this Lease upon at least sixty (60) days prior written notice to Tenant, except that Tenant may void such notice by recommencing continuous operations within thirty (30) days after its receipt thereof.

Unless specifically stated in Article 1(M) to the contrary, Tenant shall not engage in the following activities at the Premises or Protected Area: any fire, bankruptcy, going out of business or similar sale; or any type of business commonly called a "discount house or store," surplus store, secondhand store, or similar business. Further, Tenant shall not (i) engage in any activity that could be considered a nuisance or is unlawful, offensive or contrary to any law, ordinance, regulation or requirement of any public authority, or the operation of a restaurant [other than solely one (1) restaurant of not more than one thousand (1,000) square feet, not having an exterior entrance or exterior signage, and primarily serving customers who are primarily present in the Premises for purposes other than dining]; (ii) create any work stoppage, picketing, labor disruption, or dispute; or (iii) interfere with any business of Landlord or any other tenant or occupant in the Shopping Center, or with the rights and privileges of any other person(s) lawfully entering into the Shopping Center. Except to the extent specifically and expressly permitted in advance in writing by Landlord, Tenant shall not drill any holes in the stone, brickwork or concrete or allow any odors, sounds or vibrations to emanate from the Premises or Protected Area. All merchandise and other property delivered by truck will be delivered to or removed from the Premises only by the rear entrance. Tenant may not park any tractor-trailers at the Shopping Center overnight or bring any storage containers to the Shopping Center without Landlord's prior written consent which may be withheld in Landlord's sole discretion. All garbage, waste and refuse will be stored in dumpsters and regularly removed at Tenant's expense. If Landlord opts, Tenant shall use a waste removal contractor designated by Landlord, provided its price is reasonable.

Tenant shall procure all licenses and permits required for the use or occupancy of the Premises and Protected Area and the business being conducted therein. Tenant will comply with the requirements of law and the requests of governmental agencies or Landlord in its recycling program, if any. Tenant shall comply with all environmental statutes, regulations or ordinances now or hereinafter enacted by government authorities. Tenant shall not, nor permit its assignees or sublessees, or the agents, employers, or contractors of any of them to, release, emit, dispose of, or dump hazardous wastes or substances (as defined in any such laws) into the septic tanks, sewers, or other waste disposal facilities of the Shopping Center or anywhere in the Shopping Center, except in such amounts (if any) as may be permitted by such laws. Tenant shall remediate any hazardous materials described above located in the Premises or brought to the Shopping Center by Tenant, its officers, employees, agents, and/or contractors. To the extent allowed by law, Tenant shall defend and indemnify Landlord Indemnitees from and against any violations of the foregoing provisions. The provisions of this Article shall survive the expiration of the Lease and for a two-year period thereafter. (Expiration of this Lease and/or of such 2-year period, however, shall not diminish Tenant's obligations or impair Landlord's remedies at law or in equity as they exist independent of this Lease.) Tenant shall keep the Premises free of rodents, vermin, insects and other pests, and provide regular exterminator services, or, if Landlord opts, only by an exterminator designated by Landlord provided its price is reasonable. Tenant will comply, as to the Premises and Protected Area, with all reasonable requirements and recommendations of Landlord's and Tenant's insurance providers, including maintaining and servicing fire extinguishers.

D. Tenant shall (i) not sell goods, solicit business or distribute advertising matter in the Common Area except to the extent (if any) expressly and specifically permitted from time to time in writing by Landlord. Tenant shall keep the sidewalks, curbs and ramps (if any) adjacent to the Premises (and also all delivery areas, ramps, loading areas and docks used exclusively by Tenant) in good and safe condition and free from snow, ice, and rubbish. Landlord shall not be liable for the act of any other tenant or person (other than Landlord's employees, contractors and agents) who may cause damage to or who may interfere with Tenant's use or occupancy of the Premises or Protected Area or Tenant's business.

10. Repairs and Alterations; Permits; Liens.

(A) Landlord's Repairs Weather permitting and subject to Article 25, Landlord shall, within thirty (30) days (or, in the event of emergency, such shorter notice as is reasonable under the circumstances) after receiving written notice from Tenant of the need for a repair, replacement or maintenance that is Landlord's obligation to make pursuant to this Lease, commence any necessary repairs, maintenance or replacements and thereafter diligently prosecute to completion. Landlord shall repair, maintain and replace the foundation, roof, exterior of the perimeter demising walls, and load bearing structural columns and beams in the Premises. Notwithstanding the foregoing, to the extent the need for the repairs, maintenance or replacements to the Premises arises from (i) repairs, installations, alterations, or improvements made by or for Tenant or anyone claiming under Tenant; (ii) the fault of or misuse of the Premises or Protected Area by Tenant or anyone claiming under Tenant; (iii) any wrongful act or negligence of Tenant, its agents, employees, subtenants, licensees, concessionaires and/or invitees; or (iv) a default under the Lease by Tenant, then Tenant shall make such repairs, maintenance or replacements or, if Landlord elects, Landlord may perform the work for Tenant's account and Tenant shall reimburse Landlord for reasonable expenses incurred. (Hereafter, any such repair, maintenance or replacement to the foundation, roof, exterior of the perimeter demising walls, or load bearing structural columns and beams shall be within the scope of Landlord's obligations under this Section; Tenant shall assign to Landlord any warranty received in connection therewith.) In determining Landlord's repair obligations, the expression "roof" does not include rooftop heating or air conditioning units or other structures or apparatus on the roof serving the Premises, and "exterior of the perimeter demising walls" does not include the storefront, any glass, windows, window sashes or frames, doors, door frames or hardware, or any part of the interior side of perimeter walls, all of which shall be Tenant's duty to repair, maintain, and replace. Landlord shall not be liable for loss of business, loss of sales, loss of profits or for any consequential damages with respect to Landlord's repair obligations. Further, Landlord shall not be liable for damage to or loss of personal property, fixtures or any interior elements of the Premises or elements of the Protected Area which are Tenant's responsibility to maintain, repair, or replace, except to the extent that such damage or loss is caused by the gross negligence or wilful misconduct of Landlord or its employees, contractors or

agents. Tenant shall reimburse Landlord for the reasonable costs Landlord incurs in repairing any damage to the Common Area caused by Tenant, its employees, contractors, agents or delivery persons, other than normal wear and tear caused by normal and customary use by such persons and companies. Landlord's obligation hereunder is limited to performing the repairs, replacements and maintenance specified in this Section (A) only, and Landlord shall have no liability for any damages, loss, injury or other expense incurred or suffered by Tenant or those claiming by, through or under it (which shall include, without limitation, those displaying, creating or storing artwork or other personal property on or in the Premises or Protected Area), or the employees, agents or contractors of any of them, arising out of, or as a consequence of, any condition or occurrence causing a need for such repairs, replacements or maintenance, except however to the extent that actual physical damage or personal injury is caused by the gross negligence or wilful misconduct of Landlord or its employees, contractors or agents. The provisions of this Section (A) shall not apply in the case of damage or destruction by fire or other casualty or a taking by eminent domain, in which event the obligations of Landlord shall be controlled by Articles 13 and 14.

If any repairs, replacements or maintenance required on the part of Landlord to the Premises hereunder are not accomplished within 30 days (or such longer period as is necessary in the exercise of commercially reasonable diligence) after written notice to Landlord from Tenant (or, in the event of emergency, such shorter notice as is reasonable under the circumstances), Tenant may, at its option, perform such repairs, replacements or maintenance, and Landlord shall reimburse Tenant's reasonable actual costs associated with such repairs, replacements or maintenance within thirty (30) days after demand accompanied by reasonably satisfactory verifying information; if Landlord fails to pay any such amount within such period, Tenant may offset and deduct its claimed amount (except that Tenant's total offset and deduction for each collective property condition shall not exceed Ten Thousand Dollars (\$10,000.00)) from all sums and amounts owing to Landlord other than Base Rent. However, if, during such 30-day notice period, Landlord disputes its responsibility for any such repairs, replacements or maintenance (a "Dispute") and provides specific written explanation of its good faith belief that such work is not its responsibility, then such offset shall be subject to reversal and payment by Tenant to the extent that, in the resolution of such dispute, it is determined that such work was not the responsibility of Landlord. The Dispute shall be decided by the "expert" method as provided herein: Landlord and Tenant shall send the other written notice of the expert it wishes to designate to determine the amount required for the resolution of the Dispute on its behalf. Experts must have at least five years experience in metropolitan Dallas-Fort Worth, Texas, as a licensed, insured, bonded, commercial contractor or engineer. Each expert shall have fifteen (15) days to make and deliver to both parties a written determination of the amount required for the resolution of the Dispute. The experts may communicate with one another during such period. If the two (2) experts so appointed agree on the amount required for the resolution of the Dispute, such Dispute shall be resolved for the amount so determined. If the two experts so appointed do not agree on the amount required for the resolution of the amount required to resolve the Dispute, the two (2) experts shall, within fifteen (15) days thereafter, jointly appoint a third (3rd) expert. If a third (3rd) expert is so appointed, it shall make a valuation within fifteen (15) days after the appointment, and the Dispute shall be an amount equal to the quotient obtained by dividing the sum of the amount required for the resolution of the Dispute determined by the two (2) experts who were closest to each other (measured in absolute dollar difference) in amount, by two (2). All valuations of the amount required for the resolution of the Dispute shall be in writing.

Initially, Landlord and Tenant shall pay for the expenses of the expert each has designated and the expenses of the third (3rd) expert shall be borne one-half (1/2) by Landlord and one-half (1/2) by Tenant (the expenses of the three experts are referred to herein as the "Expenses"). Thereafter, the two experts initially retained by Landlord and Tenant shall determine if Tenant had the right to effect the offset and deduction as provided above. If the two experts cannot agree, then the 3rd expert shall make the decision.

If Tenant properly exercised the right of offset and deduction, then Landlord shall be responsible for payment of all Expenses. If Tenant did not properly exercise the right of offset and deduction, then Tenant shall be responsible for payment of all Expenses. If Landlord is determined to be responsible to pay the Expenses, then Landlord shall reimburse Tenant the full amount of Expenses within 30 days of Landlord's receipt of such written determination, failing which Tenant may deduct and offset such amount from all sums owing to Landlord other than Base Rent.

If Tenant is determined to be responsible to pay the Expenses, then Tenant shall reimburse Landlord the full amount of Expenses within 30 days of Tenant's receipt of such written determination, and such amount shall be deemed to be included within the definition of "Base Rent."

The determination made hereunder shall be final and binding on both Landlord and Tenant as to any amount in dispute of up to Ten Thousand Dollars (\$10,000.00). This process shall not be applicable to disputes in excess of such amount, which shall, instead, if resolved through formal adjudication procedures, be resolved through litigation.

(B) Tenant's Repairs Subject to Article 10(A), Tenant shall maintain and make all repairs, replacements, and alterations of every kind with respect to the Premises and its improvements to and property in or on the Protected Area, to keep it in good, clean and safe condition and shall, at its sole cost and expense, make all needed repairs and replacements thereto (including without limitation replacement of cracked or broken glass, the storefront, signs, ceilings, lighting fixtures, interior walls, interior side of perimeter walls, and painting or other treatment of interior walls, molding, locks, hardware and floor, as well as plumbing, electric, heating and air conditioning, and sprinkler systems), and do all non-structural work to the Premises and its improvements to the Protected Area required by any laws, ordinances or requirements of public authorities unless such repairs and replacements are expressly required to be made by Landlord under the provisions of this Lease, including Article 10(A), Article 13 or Article 14. As to (a) damage caused by Tenant or those using the Premises, all portions of utility facilities serving the Premises and/or Protected Area, and (b) all utility facilities within the Premises and/or Protected Area of items which serve the Premises, Tenant shall make all repairs, replacements and alterations necessary to maintain all lines, apparatus, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity and sewerage) in good condition. Tenant shall maintain a service contract for the regular maintenance of the heating, ventilating and air conditioning ("HVAC") system servicing the Premises and/or Protected Area with a reputable HVAC contractor as recommended by the manufacturer (but not less than one service call every sixty (60) days) and provide a copy to Landlord of each and every contract. The service contract must include all services suggested by the HVAC equipment manufacturer within the operation/maintenance manual and must become effective within thirty (30) days of the date Tenant takes possession of the Premises. Tenant shall from time to time upon request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within the thirty (30) day period preceding Tenant's vacating the Premises for any reason, whether due to expiration or earlier termination of this Lease, or otherwise, Tenant shall have the systems and equipment checked and serviced to insure proper functioning and shall furnish Landlord satisfactory proof thereof upon request. Additionally, if the air conditioning or heating equipment (or other utility equipment) is damaged by vandalism, fire, lightning or other casualty, Tenant shall repair (and if necessary, replace) the equipment, notwithstanding Article 13.

Tenant shall furnish, maintain and replace all electrical light bulbs, tubes and tube casings within the Premises and/or the Protected Area. Tenant shall keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. If any repairs, replacements or maintenance required on the part of Tenant hereunder are not accomplished within (30) days after written notice to Tenant from Landlord (or, in the event of emergency, such shorter notice, or no advance notice, as is reasonable under the circumstances, but if no advance notice is given, promptly following the commencement of any repairs, replacement or maintenance Landlord shall notify Tenant of same and the nature of the emergency), Landlord may, at its option, perform such repairs, replacements or maintenance without liability to Tenant or those claiming by, through or under it (which shall include, without limitation, those displaying, creating or storing artwork or other personal property on or in the Premises or Protected Area) for any loss or damage which may result to its stock or business by reason thereof, except for actual physical loss or damage resulting from the gross negligence or willful act or omission of Landlord or its employees, representatives, contractors, licensees, agents or invitees, and Tenant shall pay to Landlord immediately upon demand, as additional Rent hereunder, all costs associated with such repairs, replacements or maintenance, plus an administrative fee equal to (10%) of such cost.

(C) Alterations Except as provided herein, no alterations, installations, additions or improvements will be made to the Premises or Protected Area by Tenant. Landlord will not unreasonably withhold

its consent to Tenant making interior, non-structural alterations to the Premises. All installations, alterations, additions and improvements, whether by Landlord, Tenant or any other person (except sign panels and movable trade fixtures installed at Tenant's cost) shall become, when made, a part of Landlord's real estate, and on termination of the Lease Term shall be surrendered with the Premises in good condition. Tenant shall not have the right to remove sign boxes. Except as provided in this Lease, Tenant may not install any equipment on the exterior of the Premises. Tenant shall defend, indemnify and save Landlord Indemnitees harmless from and against all claims for injury, loss, or damage to person or property caused by or resulting from any work done by or for Tenant. For any work that involves penetration of the roof surface or alterations to the sprinkler system, Tenant shall obtain Landlord's prior written consent and employ Landlord's contractor or, if the price is not commercially reasonable, another contractor selected by Landlord who would preserve the roof warranty, if any. Tenant shall be responsible for the repair and maintenance of any portion of the roof affected by Tenant's work, as well as any damage arising out of Tenant's work.

(D) Liens All repairs, installations, alterations, improvements and removals by Tenant will be done in a good and workmanlike manner in compliance with all laws, ordinances, and regulations of public authorities. Tenant shall pay when due all charges for labor and materials in connection with any work done by or for Tenant or anyone claiming under Tenant. Tenant has no authority or power to permit any lien or encumbrance of any kind to attach to or be placed upon the Shopping Center or Premises and any liens or encumbrances created by Tenant shall attach to Tenant's interest only. Tenant shall remove, by payment, bonding, or otherwise, within ten (10) days after Tenant's receipt of written notice, all liens placed on the public record or in any way against the Shopping Center resulting from any act of Tenant or from labor or materials alleged to have been supplied at the request of Tenant or anyone claiming under Tenant, failing which Landlord may remove such lien and collect all expenses incurred (including interest at the Default Interest Rate) from Tenant as additional Rent. Tenant shall protect, defend, save harmless and indemnify Landlord Indemnitees from and against all losses, claims, liabilities, injuries, costs, expenses (including attorney fees, paralegal fees, court costs and costs of appeal), lawsuits, and damages arising out of any lien described above.

11. Indemnity; Insurance.

A. Subject to the provisions of the second paragraph of this Article 11(A), to the full extent allowed by and subject to law, Tenant shall protect, defend, save harmless and indemnify Landlord Indemnitees from and against all losses, claims, liabilities, injuries, expenses (including reasonable attorney fees, paralegal fees, court costs and costs of appeal), lawsuits and damages of whatever nature to the extent caused by, or that result from any act or omission of Tenant or its subtenants, concessionaires, employees, agents, contractors, subcontractors and invitees under this Lease. If Tenant provides a defense pursuant to this Section, which involves a claim, demand, action, or proceeding by a third party ("Third Party Claim"), Tenant may, following notice and consultation with the appropriate Landlord Indemnitee, defend against the Third Party Claim with the prior written consent of such Landlord Indemnitee using counsel deemed acceptable to such Landlord Indemnitee. In the event Tenant has a responsibility pursuant to this Section, but does not elect to defend the Third Party Claim, then the Landlord Indemnitee may defend the same and may compromise or settle such litigation; in such event Tenant shall promptly pay to Landlord Indemnitee upon demand the amount of all indemnifiable damages incurred, or that otherwise would be incurred, by such Landlord Indemnitee in connection with the defense against, investigation of, and settlement of the Third Party Claim. If no settlement of the Third Party Claim is made, Tenant shall also satisfy any judgment rendered with respect to such claim before Landlord Indemnitee would otherwise be required to do so, and shall pay all indemnifiable damages incurred by Landlord Indemnitee with respect thereto. The provisions of this Article shall be deemed to supplement all other indemnities and similar covenants made hereunder by Tenant in favor of Landlord Indemnitees and shall survive the termination of this Lease without limitation.

Notwithstanding any other provision of this Lease, any obligation of Tenant to protect, defend, indemnify and hold (or save) harmless under or as provided for or set forth in this Lease: (i) is provided only to the extent permitted by and is subject to law, (ii) is limited by, subject to and given without waiving any immunity or any defense or any tort or other limitation to which Tenant (and any of Tenant's officials, officers, employees, representatives, or agents) is or may be entitled, (iii) is limited by and subject to, and shall in no event exceed, the

monetary limitations set forth in the Texas Tort Claims Act, Chapter 101, Tex. Civ. Prac. & Rem. Code (and any successor statute thereto) (the "Tort Claims Act"), and (iv) there is specifically excluded herefrom, and in no event shall there be, any obligation of Tenant hereunder to protect defend, indemnify or hold (or save) harmless for punitive or exemplary damages of whatever kind or nature. The limitations of provision (iii) of this second paragraph of Article 11(A) apply solely to tort claims within the scope of the Tort Claims Act. The provisions of this second paragraph of Article 11(A) shall survive the expiration or termination of this Lease without limitation.

Except as otherwise provided in this Lease, and except as may be caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors, Landlord shall not be liable under any circumstance for any injury, loss, damage to, or interference with any merchandise, equipment, fixtures, furniture, furnishings, other personal property of, or the business operations of, Tenant or anyone in the Premises or Protected Area [including, without limitation, those claiming by, through or under Tenant (such as, without limitation, those displaying, creating or storing artwork or other personal property on or in the Premises or Protected Area)] occasioned by (i) the act or omission of persons occupying other premises; (ii) any defect, latent or otherwise, in any building, equipment, machinery, utilities, or apparatus; (iii) any breakage or leakage of the roof, walls, floor, pipes or equipment; (iv) any backing up, seepage or overflow of water or sewerage; or (v) flood, rain, snowfall or other element or act of God. If Tenant makes shopping carts available, the foregoing indemnity provisions shall apply to claims relating to the shopping carts; and Tenant shall remove all shopping carts from the Common Area regularly so that the Common Area shall remain reasonably free of carts. All shopping carts shall be stored inside the Premises.

B. Tenant's Insurance. Tenant shall maintain the insurance coverage described herein with financially responsible insurance companies either (x) holding a Best Rating of not less than A-VIII or (y) consisting of a governmental self-insurance risk pool, and which are licensed to do business in the State where the Premises is located [except, however, that Landlord agrees to accept coverage for this indemnity from Tenant's insurance provider (which, on the effective date of this Agreement is the Texas Municipal League Intergovernmental Risk Pool) and to cooperate with Tenant's insurance provider, including, without limitation, acceptance of defense counsel assigned by Tenant's insurance provider and reasonably acceptable to Landlord, without prejudice to Landlord's right to retain its own separate counsel]: (i) a commercial general liability insurance policy with respect to the Premises and its appurtenances (including the Protected Area and including signs) with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) a commercial umbrella liability insurance policy with a limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) [provided, however, that no such umbrella coverage shall be required if the coverage under clause (i) is \$4,000,000 or more]; (iii) an insurance policy to cover heating and air conditioning units against damage for the replacement cost; (iv) a "Causes of loss-special form" policy, or its equivalent (if/ka all risk property insurance policy), insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; (v) business income insurance for a period of not less than six (6) months; and (vi) if Tenant sells, serves or permits alcohol in the Premises pursuant to the terms of this Lease, an alcohol liability insurance policy (dram shop rider or comparable insurance in the jurisdiction in which this Shopping Center is located) or equivalent coverage under Tenant's general liability policy, with a limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00). The general liability policy of the Texas Municipal League Intergovernmental Risk Pool (substantially as it exists as of the Effective Date) is deemed to satisfy this condition. Landlord, Landlord's managing agent, if any, and its parent company shall be named as additional insureds on all of these insurance policies, and/or Tenant's governmental self-insurance risk pool shall provide coverage for Tenant's indemnifications of Landlord, on a form (such as including an Indemnification Under Contract endorsement, EL217) that does not limit the coverage provided under such policy to any additional insured by reason of such additional insured's negligent acts or omissions (sole or otherwise) or by reason of other insurance available to it. Tenant's indemnity obligations do not extend to liability to the extent caused by Landlord's negligence. Further, Tenant and/or its contractor shall take out and maintain statutory worker's compensation as provided by Texas law. Tenant shall deliver to Landlord certificates issued by the insurance company evidencing these insurance policies upon the signing of this Lease and thereafter at least twenty (20) days prior to the expiration of each policy or cancellation, non-renewal, or reduction in the limits of coverage. Each of these policies shall contain an endorsement requiring thirty (30) days written notice to Landlord of any diminution or termination of such policy. All insurance policies required of Tenant shall have premiums pre-paid and terms of not less than one (1) year. All insurance will be written on an occurrence basis. No insurance will contain a deductible or self-

insured retention in excess of \$50,000. All insurance will be primary to and non-contributory with insurance available to Landlord.

12. Access to Premises.

Landlord shall have the right (but shall not be obligated) to enter the Premises upon reasonable notice to Tenant (and in case of repairs necessitated by an emergency condition, without prior notice, but in such instance, promptly following entry into the Premises, Landlord shall notify Tenant of such entry and the nature of the emergency) to inspect the Premises; to show the Premises to prospective purchasers, mortgagees or tenants; and to make any necessary repairs, alterations, or improvements that are Landlord's responsibility to make. During such entry, Landlord shall exercise reasonable efforts to minimize any disruption of Tenant's business. Landlord reserves to itself the exclusive right at any time to use the roof, foundation or exterior walls (other than Tenant's storefront) for signs or equipment or for additional construction, but in no event shall Landlord use the exterior walls or roof of the Premises to advertise any business or service.

13. Fire or Other Casualty.

A. Tenant shall give prompt notice to Landlord of fire or other casualty to the Premises or Protected Area.

B. If (i) the Shopping Center is damaged to the extent of more than (50%) of the replacement cost; (ii) the structure of the Premises is damaged to the extent of more than (25%) of the replacement cost; or (iii) the structure of the Shopping Center building housing the Premises is damaged during the last year of the Lease Term or any Additional Term hereof to the extent of more than ten percent (10%) of the replacement cost; then in any of such events, either Tenant or Landlord may terminate this Lease on thirty (30) days written notice to the other party, issued within ninety (90) days following the casualty.

C. If the damage renders the Premises wholly or partially untenantable, there shall be a fair and equitable abatement of Base Rent until thirty (30) days after Landlord has substantially completed its repairs to the damaged structure and facilities of the Premises.

D. If this Lease is not terminated by Landlord or Tenant pursuant to this Article, the Lease shall continue in full force and effect. Tenant shall, immediately upon notice from Landlord, remove from the Premises and Protected Area its equipment and property. Landlord shall then rebuild the Premises and Protected Area to the condition existing when the Premises was originally delivered to Tenant, and on completion thereof Tenant shall restore the Premises and Tenant's property and promptly reopen for business. Tenant shall use the proceeds from Tenant's insurance policies for restoration of improvements made by Tenant to the Premises and Protected Area, for restoration and/or replacement of Tenant's equipment, trade fixtures, and inventory, and to cover any business interruption loss.

E. The "replacement cost" as used in subarticle (B) above shall be determined by a reputable contractor selected by Landlord.

14. Eminent Domain.

A. If the whole of the Premises is taken in connection with eminent domain, the Lease Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date.

B. Tenant's Right to Terminate. If twenty percent (20%) or more of the Floor Area of the Premises is taken by eminent domain, Tenant may terminate this Lease by giving Landlord written notice within thirty (30) days after such taking is formalized. The termination shall be effective as of the date possession of the taken part shall be required for public use and Rent shall be apportioned as of that date.

C. Landlord's Right to Terminate. If twenty percent (20%) or more of:
(i) the Floor Area of the Premises,
(ii) the floor area of the Shopping Center, or
(iii) the Common Areas,
is taken by eminent domain, Landlord may terminate this Lease by giving Tenant written notice within thirty (30) days after such taking is formalized. The termination shall be effective as of the date possession of the taken part shall be required for public use and Rent shall be apportioned as of that date.

D. Tenant shall not have any claim for an award based on the loss of its leasehold estate and hereby assigns any such interest to Landlord. Except as stated below, Landlord shall be entitled to all damages in connection with the taking. Tenant shall execute any instrument required by Landlord for the recovery of damages and remit to Landlord any damage proceeds recovered except, however, Tenant may recover for itself damages for movable trade fixtures which were installed and paid for by Tenant, provided Landlord's award is not reduced thereby.

E. Eminent domain shall include any sale in lieu of a condemnation proceeding.

15. Defaults and Remedies.

A. Any of the following shall be a default by Tenant: (i) Tenant fails to pay Rent or any other money when due and the failure continues for more than 10 days after Tenant's receipt of written notice from Landlord; (ii) Tenant fails to deliver an estoppel certificate when due and the failure continues for more than 10 days after Tenant's receipt of written notice from Landlord; (iii) Tenant's leasehold interest is levied on, attached or taken by any process of law; (iv) Tenant's interest in this Lease is transferred to, or the Premises is occupied by, anyone other than Tenant except as specifically permitted by this Lease or as otherwise approved in writing by Landlord; or (v) Tenant fails to perform or observe any agreement or condition on its part to be performed or observed, other than the failures mentioned above, and the failure continues for more than 30 days after Tenant's receipt of written notice from Landlord, *provided, however*, that if the failure cannot reasonably be totally cured within such 30-day period then Tenant shall not be in default if Tenant has commenced the cure within such period and thereafter diligently prosecutes the cure to completion without substantial interruption.

B. In the event of any default described above, Landlord may exercise one or more of the following remedies:

(x) Landlord may terminate Tenant's right to possess the Premises by delivering a notice of termination of possession to Tenant ("Termination of Possession"), without terminating this Lease. Following Termination of Possession, (i) Tenant shall pay an amount equal to the Termination Reimbursement calculated as of the Termination of Possession, (ii) Tenant will have no further right to possess the Premises, (iii) Landlord may relet the Premises on Tenant's behalf, but Landlord will not be liable to Tenant for its failure to relet or to collect rent if the Premises is relet, (iv) such reletting will be on terms acceptable to Landlord in its sole discretion, and (v) all rent and other benefits from a reletting will belong to Landlord.

(y) Landlord may terminate this Lease by delivering a notice of Lease termination to Tenant (a "Termination of Lease"). Landlord may also terminate this Lease at any time after a Termination of Possession. Upon a Termination of Lease (and unless Tenant has previously paid

the Termination Reimbursement), Tenant shall owe the Termination Reimbursement calculated as of the Termination of Lease.

(2) Landlord may re-enter and repossess all or any part of the Premises, by picking or changing locks if necessary or convenient, locking Tenant out, and removing Tenant and any other Person from the Premises. Re-entry or repossession of the Premises by Landlord will not be construed as an election by Landlord to terminate this Lease.

C. Recovery by Landlord. In the event of any default described above, Tenant further will pay Landlord as follows, upon demand by Landlord: (i) accrued and unpaid Rent to the date of demand and each month as it accrues, plus interest at the Default Interest Rate from the date accrued until the date received by Landlord, through and including occurrence of either Termination of Possession or Termination of Lease plus (in either case) payment of the Termination Reimbursement, (ii) unless Tenant has paid the Termination Reimbursement, unamortized tenant finish amounts and commissions paid by Landlord in connection with this Lease, amortized in level payments over the initial Lease Term, (iii) all reasonable expenses Landlord incurs regarding legal and other fees related to obtaining possession and obtaining a new lease with another tenant, brokerage commissions in obtaining another tenant, and expenses incurred in putting the Premises and Protected Area in good order and preparing for re-rental, and (iv) all other reasonable expenses incurred by Landlord in connection with or arising out of a default or Landlord's exercise of its remedies under this Lease, plus interest on each such amount at the Default Interest Rate from the date incurred by Landlord until the date received by Landlord. Notwithstanding anything whatsoever to the contrary, Tenant shall not be obligated to pay any Rent amount attributable to any period after all of the following have occurred: (i) Landlord has terminated this Lease or Tenant's right to possession of the Premises, (ii) Tenant has surrendered possession of the Premises to Landlord, and (iii) Tenant has paid the Termination Payment.

If Landlord relets the Premises, Tenant will receive a credit each month in the amount of the rent that the new tenant pays to Landlord which is attributable to periods prior to the effective date of termination of this Lease or termination of Tenant's right to possess the Premises, as applicable, to be applied first to amounts owing under Article 15(C) until Landlord has recovered all amounts owed under Article 15(C), then to Rent accruing under this Lease. Tenant will not be entitled to any surplus.

D. Intentionally omitted

E. If Tenant shall default under this Lease, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement and without notice to Tenant, cure such default or defaults for the account of Tenant, and the cost to Landlord thereof plus interest at the Default Interest Rate shall be deemed to be additional Rent payable by Tenant on demand.

F. Any damage, loss, injury or other impairment of any kind or nature whatsoever incurred or suffered by Tenant or its assignees or sublessees of this Lease, or the affiliates of any of them, under this Lease, shall be construed solely to refer to damage, loss, injury or other impairment incurred or suffered in their capacity and use as tenant (or subtenant, if applicable), and not to any other aspect of the Town of Addison (such as, for example, Town revenues, property located off of the Premises, Town governance or any aspect or element thereof, etc.) (For example, if Tenant schedules a meeting at the Premises with a prospective business which might locate facilities in the Town of Addison, and a Landlord default prevents the occurrence of such meeting, Tenant shall have no claim related to the effect of non-occurrence of the meeting, such as loss of opportunity with the prospective business.)

G. In the event of a breach or threatened breach of the Lease by Tenant or Landlord, Landlord or Tenant shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity

except to the extent expressly limited by this Lease. Exercise of any particular remedy shall not preclude the exercise of any other remedy in law or in equity, except to the extent expressly limited by this Lease.

H. Except as stated herein or as provided by Texas law, Tenant waives service of notice of intention to re-enter. Tenant waives any rights of redemption as to the Premises granted by any present or future laws. The words "re-enter" and "re-entry" are not restricted to their technical legal meaning.

I. Landlord may do any of the following, none of which, either singly or in the aggregate, will constitute evidence that Landlord has failed to use reasonable efforts to mitigate its damages. Landlord may (a) lease other space in the Shopping Center or consent to an assignment or subletting by another tenant in the Shopping Center before reletting the Premises, (b) decline to incur out-of-pocket costs to relet the Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant, (c) decline to relet the Premises at below market rates, due to the negative impact that below market rates would have on the value of the Shopping Center and the uncertainty of actually receiving from Tenant the greater damages that would result from reletting at below market rates, (d) decline to relet the Premises to a prospective tenant (a "prospect") if (i) the prospect's business is not consistent with the tenant mix of the Shopping Center or might have an adverse impact upon the manner in which the Shopping Center is operated or upon the reputation of the Shopping Center or (ii) the execution of a lease with the prospect or the nature of the prospect's business would violate a lease (such as a use restriction) of another tenant, and (e) require that a prospect demonstrate the same financial strength that Landlord would require as a condition to leasing other space in the Shopping Center to the prospect. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.** Tenant agrees that no counterclaim or setoff (except for compulsory counterclaims) will be interposed in any action by Landlord based on non payment of Rent, even if such counterclaim or setoff is based on Landlord's alleged breach of a duty to repair or alleged breach of quiet enjoyment, or any other allegation. Without limiting Tenant's indemnity obligations hereunder, in any dispute between the parties which results in litigation, the non-prevailing party shall reimburse the prevailing party for its reasonable legal fees, expenses and court costs.

J. **Default by Landlord.** If Landlord fails to perform any of Landlord's obligations under this Lease, and (i) such failure is not cured within thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure; or (ii) such failure requires more than thirty (30) days to cure and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken efforts and procedures to cure the failure within such thirty (30) day period and fails to diligently pursue such efforts and procedures to complete such cure), then Landlord shall be in default and Tenant's sole remedies shall be to seek, through judicial action, a declaratory judgment action, and limited equitable remedies of injunction and specific performance, as well as "actual damages" directly resulting from such default. This paragraph does not limit other rights or remedies of Tenant expressly set forth in this Lease. Tenant shall not be relieved from paying Rent and fulfilling its other covenants under this Lease while such action is pending, except to the extent expressly set forth in this Lease.

16. Subordination.

A. This Lease is and shall be subject and subordinate to (i) all ground or underlying leases and all mortgages, deeds of trust, or other security instruments now or hereafter affecting such leases [but this shall not be construed to impair Article 16(D)]; (ii) all mortgages or other security instruments now or hereafter affecting the fee title of the Shopping Center and which are recorded (or in the case of a future mortgage or other security instrument, will be recorded) in the Official Public Records of Dallas County, Texas; and (iii) all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases, mortgages, and deeds of trust. This clause shall be self operative and no further instrument shall be necessary to effectuate this subordination by any ground or underlying lessee or by any mortgagee. In confirmation of such subordination, Tenant agrees, upon Landlord's request, to promptly execute a subordination document on the lender's or ground

lessor's standard form, provided such instrument contains a provision that absent default or other right contained in the Lease, Tenant's occupancy of the Premises will not be disturbed by such entity.

B. If Landlord transfers its interest in the Premises, or proceedings are brought to foreclose on any mortgage (or in case of sale in lieu thereof) or to terminate any such ground or underlying lease, Tenant shall attorn to the transferee, mortgagee, ground or underlying lessor and deliver an instrument in form of Exhibit "E" acknowledging the attornment, provided that such transferee, mortgagee, or ground or underlying lessor executes and delivers an instrument in form of Exhibit "E".

C. Provided Tenant has been notified and informed in writing by Landlord of the names and addresses to which the notices should be sent, Tenant shall give prompt written notice of any default by Landlord to the holder of all mortgages, ground or underlying leases and security instruments if the default is such as to give Tenant a right to (i) terminate this Lease; (ii) reduce the Rents or any other sums reserved; or (iii) credit or offset any amounts against Rents due. As of the Effective Date, all of the holders of mortgages, ground or underlying leases and security instruments are set forth in Exhibit "G" attached hereto and incorporated herein (collectively, the "Existing Lenders and Lessors," and individually, an "Existing Lender or Lessor"), and Tenant shall be entitled to rely on such Exhibit until such time as Landlord shall have notified and informed Tenant in writing of any change thereto, and thereafter Tenant shall be entitled to rely upon the latest information regarding such names and addresses that has been provided to Tenant by Landlord. Any mortgagee, ground lessor or security holder shall have the right to cure Landlord's default within the same amount of time after notice to such entity as that to which Landlord is entitled after its receipt of notice to cure the default; however, this shall not limit Tenant's cure and offset rights under the final paragraph of Section 10(A).

D. Notwithstanding the foregoing, Landlord shall furnish to Tenant a Subordination, Non-Disturbance and Attornment Agreements ("SNDAs") in recordable form from Wells Fargo Bank, N.A., listed as number 1 in the list of Existing Lenders or Lessors, as well as each future lender of Landlord that later asserts a security interest in the Shopping Center, in form attached as Exhibit "E". Landlord shall furnish to Tenant fully executed SNDAs from Wells Fargo Bank, N.A. within 30 days from the Effective Date, and Landlord shall furnish to Tenant, within 30 days from the date of execution of (i) new ground leases that encumber (a) the Premises, (b) Shopping Center entrances from Belt Line Road, the Dallas North Tollway access road (Dallas Parkway), Sakowitz Drive, or Montfort Drive, or (c) portions of the Common Area, including without limitation parking adjacent to the Premises, that are material to Tenant's use or operation of the Premises or reasonable access to the public entrances, and (ii) loans to lenders that encumber the Shopping Center, after the Effective Date, SNDAs in recordable form from each of such future lessors and lenders, in form attached as Exhibit "E". Failure of Landlord to deliver to Tenant fully executed SNDAs from Wells Fargo Bank, N.A. within 30 days following the Effective Date shall allow Tenant to terminate this Lease at any time within 90 days after the expiration of such 30-day period. Failure of Landlord to deliver to Tenant fully executed SNDAs from future lenders and ground lessors required above within 30 days following the earlier date that: (i) Landlord furnishes to Tenant written notice of the identity of such future lenders and ground lessors; or (ii) Tenant becomes actually aware of the identity of such future lenders and ground lessors, and further failure by Landlord to deliver such SNDAs within another thirty (30) days after Tenant gives notice of such failure to Landlord, shall allow Tenant to terminate this Lease at any time within 90 days after the expiration of such 30-day cure period. If Tenant exercises a right of termination as provided in this Section 16[D], then, and notwithstanding anything contained in this Lease to the contrary, Landlord shall pay the sum of Five Thousand and 00/100 Dollars (\$5,000.00) to Tenant. There shall be no other monetary payments or remedies of any kind payable or owing in connection with this Section 16[D].

17. Waiver of Subrogation.

Each party waives all claims and losses for liability and damages that may arise in its favor against the other party or the other party's employees, owners, officers, or agents arising out of damage to or destruction of the waiving party's property, to the extent (but only to the extent) that the waiving party either (a) is compensated by insurance or (b) would be covered by insurance had such party satisfied the insurance requirements of this Lease. The waivers in this Section will apply **EVEN IF THE RELEASED PARTY IS NEGLIGENT OR WOULD OTHERWISE BE STRICTLY LIABLE UNDER APPLICABLE LAW**. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation, unless provided as a matter of right.

18. Assignment or Subletting.

A. Tenant shall not:

- (i) assign, mortgage, pledge, or otherwise transfer or encumber this Lease or any interest therein, whether voluntarily, by operation of law or otherwise,
- (ii) sublet or license the whole or any part of the Premises, or
- (iii) permit occupancy by anyone other than Tenant,

without obtaining on each occasion Landlord's prior written consent, which consent shall not be unreasonably withheld if the use is acceptable in Landlord's good faith judgment. Notwithstanding the foregoing, Tenant shall have the right to assign the Lease or sublease all or portions of the Premises to the Craft Guild of Dallas and the Metrocrest Chamber of Commerce (the "Approved Subtenants") upon prior notice to Landlord, but without Landlord's consent.

B. In any permitted assignment, the assignee must assume this Lease in writing in form reasonably acceptable to Landlord. Notwithstanding an assignment, subletting or occupancy of the Premises by anyone other than Tenant, Tenant shall not be released from any obligations, liabilities or covenants under this Lease unless this Lease is assigned to an assignee with a then-current net worth (excluding any interest in this Lease, the Premises, and any property located at the Shopping Center) in excess of Forty Million Dollars (\$40,000,000.00). Landlord shall have the right to accept or collect Rent from any assignee, subtenant or other occupant for the account of Tenant without being deemed to have consented to an assignment or other transfer, without releasing Tenant or waiving any right against Tenant for its default under this Article; and without accepting the payor as a permitted tenant. Any transfer of (i) any controlling interest in corporate stock (except on a nationally-recognized stock exchange, i.e. NYSE, AMEX, or NASDAQ) of Tenant; (ii) any controlling partnership interest in Tenant; or (iii) any controlling membership interest in Tenant, or any merger, consolidation, sale, mortgage or pledge of all or substantially all of Tenant's assets or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed an assignment and shall require Landlord's consent as stated above. Under no circumstances shall Landlord be liable for any monetary damages to Tenant or Tenant's proposed assignee, transferee or subtenant for refusal to consent to any (a) assignment or transfer of this Lease; (b) transfer of Tenant's corporate stock; (c) sale of Tenant's business; or (d) subletting. In any such event, Tenant's sole remedy shall be equitable relief and/or a declaratory judgment action.

C. Any request for Landlord's consent hereunder shall be accompanied by payment of \$1,000 for Landlord's administrative and attorneys' fees relating thereto.

D. Landlord may elect to terminate this Lease by notice to Tenant as to the space that is the subject of any proposed assignment or sublease for purposes other than the Permitted Use(s) expressly described in Section 1(M) which do not require Landlord approval.

E. Excess Rent. In the event of any proposed assignment of this Lease, sublet of the Premises, grant of any concession or license within the Premises or permit of any occupancy rights within the Premises (any such transfer being subject to the provisions of this Article 18) then, notwithstanding the prior express written consent of Landlord to any of the aforesaid transfers, if the base rent paid (as determined on a square foot basis) by a sublessee (or a combination of the base rent plus any bonus or other consideration therefor or incident thereto attributable to the leasehold or subleasehold value) over the term of the sublease exceeds the hereinabove provided Base Rent paid during such period under this Lease (determined on a per square foot basis) or, if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the Base Rent payable under this Lease, then Tenant shall be bound and obligated to pay to Landlord such excess rental (with calculation of any excess to be determined by comparing (i) the sum of (a) Tenant's Base Rent paid during such period plus (b) the value of Tenant's improvements to the Premises, amortized on a straight-line basis over the Lease Term, attributable to such period under such amortization plus (c) broker commissions and costs of marketing materials, etc., incurred by Tenant in connection with such transaction, with (ii) the total base rent paid by a subtenant over the term of a

sublease or the consideration paid to Tenant by an assignee, licensee or other transferee, as applicable; with the excess being the amount, if any, by which the sum determined under (i) exceeds the amount determined under (ii). Such excess, if any, shall be paid to Landlord upon a final determination being made that an excess exists. However, notwithstanding the foregoing, this paragraph shall not apply to subleases of all or portions of the Premises or Protected Area and Lease assignments to Approved Subtenants or assignments of this Lease to a non-profit entity, and Tenant shall not be bound or obligated to pay to Landlord such excess rental with respect to such subleases and assignments.

F. Amendment of Lease. In the event of assignment by Tenant of this Lease, and during the sublease of substantially all of the Premises to a party other than an Approved Subtenant, Article 3(E) shall be void and of no effect.

19. Surrender and Holdover.

A. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises and Protected Area broom-clean and in the same condition as the Premises and Protected Area were in when Tenant first opened for business, reasonable wear and tear excepted, with Tenant's trade fixtures, equipment and other personal property removed. Tenant shall deliver all keys for the Premises to Landlord and inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Notwithstanding the foregoing, Tenant shall not remove any machinery or trade fixtures that were furnished or paid for by Landlord (even if replaced by Tenant). If Tenant shall fail to remove its trade fixtures or other property, as provided herein, such property shall be deemed abandoned by Tenant and, at the option of Landlord, shall become the property of Landlord or removed and disposed of by Landlord at Tenant's expense. Tenant shall repair any damage caused by the installation and/or removal of any property described herein. Tenant shall not remove any plumbing, electrical fixtures or equipment, heating or air conditioning equipment, floor coverings, or installed fixtures, all of which shall be deemed to constitute a part of the real estate. In the event Tenant does not leave the Premises or Protected Area in the condition required by this Article, Tenant shall reimburse Landlord for all costs and expenses Landlord incurs in performing any of Tenant's obligations hereunder (with interest at the Default Interest Rate). Tenant's obligations and covenants under this Article shall survive the expiration or termination of this Lease.

B. If Tenant or anyone claiming under Tenant remains in possession of the Premises after the expiration of the Lease Term, that person shall be a tenant at sufferance, and during such holding over, Base Rent shall be one hundred twenty percent (120%) of the rate which was in effect immediately prior to the Lease Term expiration for the initial ninety (90) days after the expiration of the Lease Term and, thereafter, one hundred fifty percent (150%) of the rate which was in effect immediately prior to the Lease Term expiration. Landlord may collect this holdover rent without admission that the occupant's estate is anything more than a tenancy at sufferance and all the other provisions of this Lease shall apply insofar as the same are applicable to a tenancy at sufferance. Since Landlord's damages in the event of a holdover would be difficult if not impossible to ascertain, the above described Base Rent increase has been negotiated as liquidated damages and not as a penalty. Tenant shall continue to pay all other Rent specified in this Lease (e.g. Tax Rent and Tenant's Contribution to Landlord's Common Area Costs) during the tenancy at sufferance.

20. No Waivers.

No waiver of a breach or any requirement to obtain consent by either party shall be deemed a waiver of any other provision, subsequent breach of the same provision or requirement for further consent. If Tenant tenders payment (i) of a lesser amount than due; (ii) after default by Tenant; or (iii) after termination or expiration of the Lease Term, then such payments will be deemed as payment on account (not as an acceptance of Rent). Landlord's acceptance of the above-mentioned payments will be without prejudice to recover any balance due or to pursue any other subsequent or concurrent remedies available to Landlord under this Lease, at law or equity. All rights and remedies which either Tenant or Landlord may have under this Lease, and (to the extent not limited in this Lease) at law or in equity shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other.

Any or all of such rights and remedies may be exercised at the same time. No annotation on a check or other payment (e.g. "accord and satisfaction") shall be of any effect.

21. Rules and Regulations.

Tenant shall observe, comply with, and cause its employees, agents, subtenants and assigns, and concessionaires, and their employees and agents, to observe and comply with all rules and regulations promulgated by Landlord and provided to Tenant to the extent complied with by similarly situated and similarly affected tenants. Such rules and regulations shall have the same force and effect as if originally contained in this Lease. Anchor or national tenants may not be subject to the same set of rules. See Exhibit "D".

22. Limit on Use in Shopping Center.

A. Landlord shall not permit any use in the building containing the Premises which includes the sale of alcoholic beverages as more than fifty percent (50%) of its total annual revenues.

B. From and after the date of this Lease, Landlord shall not enter into any lease at the Shopping Center with a new tenant whereby the tenant may use its premises as a facility selling or displaying pornographic books, literature, videotapes or other similar mass media materials (materials shall be considered "pornographic" for such purposes if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), except the incidental sale or rental of "pornographic" books, literature or videotapes by a national chain bookstore or video store; such incidental sales and rentals shall instead be permitted by such national chain bookstores and video stores.

C. From and after the date of this Lease, Landlord shall not enter into any lease at the Shopping Center with a new tenant whereby the tenant may use its premises for any liquor store (except a boutique-style wine and/or liquor store as reasonably designated from time to time by Landlord, which may include the sale of beer, in a premises not to exceed 7,500 square feet for display and sale of such products, in addition to any area devoted to any other restaurant, retail or other use. This section C shall not apply to any premises of 15,000 square feet or more in which sale of alcoholic beverages is not the largest single use.

23. Limitations on Landlord's Liability.

A. Landlord and Landlord's partners, agents, employees, officers and directors shall not be liable to Tenant or any other person or entity whomsoever for any injury to person or damage to property caused by the Premises or other portions of the Shopping Center becoming out of repair or damaged, or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises or Protected Area, except to the extent any of actual physical damage or personal injury caused by or the result of any gross negligence or intentional misconduct of Landlord or Landlord's agents, employees, or contractors. With respect to latent or patent defects in the Premises or in the building of which they form a part, Landlord's liability shall not extend beyond two years from the Lease Commencement Date, whether or not such defects are discovered within such two year period.

B. Landlord and Landlord's partners, agents, employees, officers and directors shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any person or entity whomsoever, for injury to person or damage to or loss of property (i) occurring in, on or about the Premises or Protected Area, except to the extent of actual physical damage or personal injury caused by or the results of any gross negligence or intentional misconduct of Landlord or Landlord's agents, employees or contractors; (ii) occurring within the Common Area, to the extent caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees or concessionaires; (iii) arising out of the use of the Premises or Protected Area by Tenant or those

claiming by, through or under it (which shall include, without limitation, those displaying, creating or storing artwork or other personal property on or in the Premises or Protected Area) and the conduct of its business therein; (iv) arising out of any breach or default by Tenant in the performance of its obligations hereunder; or (v) occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever, excepting only the negligence or willful misconduct of duly authorized employees and agents of Landlord; and, in any of such events where Landlord is not liable as set forth above, Tenant hereby agrees to indemnify Landlord and Landlord's partners, agents, employees, officers and/or directors and hold each of them harmless from any and all liability, loss, damage, claim, action or expense (including, without limitation, all court costs and attorneys' fees) arising out of such damage or injury due to any act or omission of Tenant. The provisions of this section shall survive the termination of this Lease with respect to any claims or liability attributable to acts, omissions, occurrences and/or conditions existing or occurring prior to such termination.

24. Miscellaneous Provisions.

A. This Lease contains the entire agreement between the parties. No oral statements or representations or written matter not contained in this Lease shall have any force or effect. This Lease cannot be modified without a writing signed by the party to be charged. This Lease shall not be recorded. The parties shall execute, and Tenant may record a memorandum of lease in form attached as Exhibit "F" in the public real property records, and Tenant shall pay all lease recording taxes and indexing charges. Tenant shall release the memorandum of lease upon the expiration or sooner termination of the Lease. This provision shall survive the termination of the Lease. If any provision of this Lease or the application thereof shall be declared by a court to be invalid, the remainder of this Lease shall not be affected.

B. The term "Default Interest Rate" as used in this Lease shall mean twelve percent (12%) per annum or the maximum interest rate permitted by law, whichever is lower.

C. The submission of this Lease to Tenant for review or signature does not constitute a reservation of, or option for, the Premises or a representation that the business terms have been approved by Landlord's executive officers or Board of Directors. This Lease shall become effective as a lease or agreement on the Effective Date only upon mutual execution and delivery. A lease which is not executed by both parties cannot be enforced in any manner and cannot give rise to any rights or remedies.

D. The provisions of this Lease shall be construed, in all respects, without reference to any rule or canon requiring or permitting the construction of documents against the drafting party. It is the intention and agreement of the parties that this Lease be conclusively deemed the joint product of both parties. The titles of Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease. Furthermore, this Lease may be executed with revision markings (so-called "blacklining") appearing in the execution copy (i.e., deleted text is overstricken and newly-inserted text is underscored or in boldface). This Lease shall be construed for all purposes as if all overstricken text were deleted and never included in this Lease and all bold or underscored text were not bold or underscored. This Lease may be executed in multiple counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

E. Any reference to gender shall be gender neutral.

F. Texas law applies to the interpretation of this Lease, without regard to the choice of law rules of any jurisdiction. Venue for all disputes shall be solely in Dallas County, Texas.

G. This Lease is subject to any and all matters of record affecting the Premises or the Shopping Center.

H. In all instances where a party is required hereunder to pay any sum or do any act at a particular time or within an indicated period, it is understood that time is of the essence.

I. Wherever in this Lease a party is required to do or perform any act, the party shall perform such act at its own expense, unless otherwise stated herein.

J. This Lease and all of its provisions, terms and conditions, as applicable to Tenant, are applicable to Tenant solely in its capacity as a tenant of the Shopping Center, and is not and shall not be construed to be or act as a limitation of the authority, rights, and powers of the Town of Addison, Texas as a home rule municipality.

K. "Tenant" includes the persons named expressly herein as Tenant and its transferees, successors and assigns. Except as otherwise stated herein, all agreements and conditions contained in this Lease shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns.

L. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor shall any of them during the Lease Term become, a person of entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act"), and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (collectively, "Anti-Terrorism Laws"), including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"). Tenant will not transfer this Lease (including any assignment or sublease) to, contract with, or otherwise engage in any dealings or transactions or be otherwise associated with any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available hereunder, or at law or in equity.

M. Including. "Including" and "includes" shall be interpreted to include the concept "without limitation" or "but not limited to", unless the context indicates otherwise.

N. Landlord Indemnitees. "Landlord Indemnitees" shall mean Landlord, its affiliates, the fee owner of the Shopping Center, Landlord's lenders, and their respective owners, directors, managers, officers, employees, and agents.

O. Non-Discrimination. There shall be no discrimination against, or segregation of, any person or persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the transfer, use or enjoyment of the Premises, or any portion thereof, nor shall Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Premises, or any portion thereof.

P. Quiet Enjoyment. Landlord covenants that, upon Tenant's payment of the Rent required hereunder and its performance of all of the terms and conditions of the Lease, Tenant's peaceful and quiet enjoyment of its leasehold interest shall not be disturbed by Landlord or anyone properly claiming a superior right by, through or under Landlord.

Q. Authority. Landlord represents and warrants that it is the owner of the Shopping Center, other than the "ground lease" portions thereof shown hatched on Exhibit "A-1" attached hereto.

25. Unavoidable Delays.

If either Landlord or Tenant is delayed in performing any obligation hereunder by any cause beyond the reasonable control of the party required to perform such obligation, the time period for performing such obligation shall be extended by a period of time equal to the period of the delay. For the purpose of this Article:

(i) A cause shall be beyond the reasonable control of a party when such cause would affect any person similarly situated (such as, but not limited to, war, civil disorder, catastrophic weather, a power outage, labor strike or truckers' strike) but shall not be beyond the reasonable control of such party when reasonably foreseeable or peculiar to such party (such as, but not limited to, financial inability or ordering materials requiring a long lead time).

(ii) This Article shall not excuse any rental obligations, nor delay the Commencement Date for any time period in excess of thirty (30) days.

(iii) No problem relating to computer systems shall be considered an event of Force Majeure.

26. Brokers.

Landlord and Tenant each represent to each other that no broker, finder, or other person entitled to compensation (other than the Brokers identified in Article 1(R)) were involved by or through it in this Lease, and that no conversations or prior negotiations were had by it with any broker, finder or other possible claimant (other than the Brokers) concerning this Lease. Landlord and Tenant shall defend, indemnify and hold the other (including Landlord Indemnitees) harmless against any claims for compensation (including attorney fees, paralegal fees, court costs, and costs of appeal) arising out of any interaction by it with any other broker.

27. Estoppel Certificates.

Within twenty (20) days following written request, Tenant shall deliver to Landlord a signed and acknowledged written statement certifying the following: the Effective Date of this Lease; that the Lease is in full force and effect and is unmodified except as stated; the monthly Base Rent payable during the Lease Term, the date to which the Rent and other payments have been paid; whether Landlord is in default, and whether there are any offsets, defenses, or counterclaims claimed or which could be claimed by Tenant; if a default, offset, defense, or counterclaim is claimed, the specific nature of such claim; and any additional matters reasonably requested by Landlord or any mortgagee.

28. Shopping Center Changes/Landlord Re-development Rights.

The parties agree that nothing contained in this Lease is a warranty that the Shopping Center will remain as shown on Exhibit "A". Subject to the express provisions of this Lease, Landlord may, in its sole discretion, as it may from time to time find proper, relocate, increase, reduce or otherwise change the number, dimensions, or locations of the parking areas, drives, exits, entrances, walks, other Common Areas, outparcels or buildings. If Landlord renovates the facade of the portion of the Shopping Center containing the Premises, Tenant shall, after obtaining Landlord's written approval, install a new exterior sign at Landlord's cost consistent with Landlord's new sign criteria. Landlord shall have the right to use portions of the Common Area for construction-related activities and to erect temporary scaffolding in front of the Premises. No rights to any view or to light or air over any

property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. Tenant waives any claim for rent abatement, loss of business, or damages arising out of any reasonable and temporary inconvenience experienced by Tenant during the course of any alteration, improvement or modernization of the Shopping Center or during any repair activities in which Landlord is engaged.

29. Notices.

All notices intended to impose liability on the other party or to exercise a right herein ("Notice") shall be in writing and sent to that party by certified mail, return receipt requested, or sent by a nationally recognized "overnight" courier (such as Federal Express or UPS). To be effective a copy of any notice of Landlord's default must also be sent by Tenant to the holders of any mortgages, ground leases or security interests affecting the fee of the Shopping Center (see Article 16(C)) of which Tenant has written notice. Notices to Landlord and Tenant shall be sent to the addresses set forth in Article 1 or to such other address as may be designated by written notice. Notices shall be effective upon delivery. If delivery is refused or not able to be made, the day delivery was first attempted shall be deemed the delivery date. The purported giving of notice or exercise by either party of any right, option or privilege by any means other than written notice given in strict compliance with this Article shall be null, void and of no force or effect, even if any such other means of communication succeeds in conveying actual notice.

30. Utilities.

(A) Utilities. Tenant shall (i) provide and pay for its own heat, air conditioning, water, gas, electricity, sprinklers and other utilities, including application deposits and installation charges for meters and for consumption or use of utilities; (ii) pay its share of sewer charges, if any, reasonably determined by Landlord; and (iii) keep sufficient heat to prevent the pipes from freezing. If Tenant receives utilities measured by a meter which supplies utilities to other tenants, Tenant will pay to Landlord Tenant's proportionate share (based on relative square footage of the Premises) of the total meter charges.

If the Shopping Center is an enclosed mall, Tenant shall maintain the temperature of the Premises at a level consistent with that of the mall. Further, if the Premises is located in an enclosed mall, Tenant agrees to operate any separate heating and air-conditioning unit in the Premises during all hours that Tenant's store is open for business and during all hours that the heat and air-conditioning units for the enclosed mall are in operation.

(B) Change Providers Notwithstanding the foregoing, Landlord may contract for service from any company or companies and Tenant shall pay for the electricity it consumes as reasonably determined by Landlord. Notwithstanding the foregoing, Landlord may not change service providers unless Landlord reasonably believes that doing so will not be materially more costly to Tenant.

(C) Interruption of Service Landlord shall not be liable or responsible for any loss, damage or expense arising out of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises or Protected Area, except to the extent of physical damage or personal injury to or loss of personal property, fixtures or any interior elements of the Premises or any elements of the Protected Area caused by the gross negligence or wilful misconduct of Landlord or its employees, contractors or agents. Except to the extent that such change, failure, defect, unavailability, or unsuitability is caused by or results from an act or omission of Landlord, or any of Landlord's employees, representatives, agents, contractors, licensees or invitees, no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part; entitle Tenant to any abatement or diminution of Rent; or relieve Tenant from any of its obligations under the Lease. Notwithstanding the foregoing, in the event that Tenant's electricity is disrupted due to any act or omission of Landlord and such disruption prevents Tenant from operating its business at the Premises for more than forty-eight (48) hours, Tenant shall be entitled to an abatement of Base Rent from the expiration of the forty-eight (48) hour period until such time as the electricity is restored.

(D) Conservation Landlord may comply with voluntary controls or guidelines issued by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of emissions, or comply with other government regulations, without creating any liability of Landlord to Tenant under this Lease.

31. Signs and Displays.

(A) Landlord Approval, Maintenance and Removal No sign, advertising, painting, decoration, or other material which is intended to be viewed from the exterior of the Premises may be installed without first obtaining Landlord's written approval. The style, color and general appearance of window displays, as well as all aspects of the interior of the Premises which are visible from the exterior thereof, shall be maintained in such a manner so as not to detract from the character and standards of the Shopping Center. Upon the expiration or sooner termination of the Lease, Tenant shall remove its signs and repair any damage caused by the installation, removal, or wear and tear.

(B) Design Approval Prior to the Rent Commencement Date, Tenant must obtain Landlord's written approval of its sign design drawings. Tenant's submission shall include a scaled, dimensioned elevation of the building with its proposed sign. These drawings must be submitted in triplicate and show the materials to be used in fabrication and installation, colors, script, location and means of lighting. All signs shall be governed by all applicable provisions of this Lease, including, but not limited to, Tenant's duty to repair (see Article 10) and insure (see Article 11) the sign. Tenant must also obtain all necessary permits.

(C) Sign Fabrication and Installation Prior to the Rent Commencement Date but after Tenant obtains Landlord's approval and any necessary permits, Tenant shall prepare the façade and then fabricate and install a canopy/façade sign (the "Façade Sign") over the Premises using a sign contractor approved by Landlord. The Façade Sign shall not extend above the parapet or facade and not exceed two-thirds (2/3) of Tenant's storefront. Tenant shall not utilize flashing, painted, handwritten, neon or moving signs or lights. All sign transformers, raceways (if permitted), ballast boxes and manufacturers' names, stamps and decals shall be concealed. All fasteners shall be of non-corrosive, non-ferrous material and concealed. All perforations of the building façade must be properly sealed with caulk. Tenant may use a corporate logo on its Façade Sign provided that the height, length, and color requirements are not violated. A small sign showing the name of Tenant may be lettered (maximum two inches (2")) on the exterior of the rear delivery door.

Provided Tenant is not in default of any terms or conditions of this Lease, Tenant shall have the right, at Tenant's sole cost and expense but without rent charge by Landlord, to construct a monument sign (the "Monument Sign") at the entrance to the Shopping Center on Montfort Drive which is closest to the Premises, subject to Landlord's reasonable approval of all aspects of design and construction, in compliance with Landlord's Sign Criteria attached to this Lease as Exhibit "C" and all agreements, laws, ordinances and regulations concerning the Shopping Center and signage. Tenant agrees that the Monument Sign shall not diminish or impair Landlord's signage rights or potential signage and/or the signage or potential signage of other existing or future tenants of the Shopping Center. Tenant shall operate, maintain, repair and replace the Monument Sign in a state of good repair at all times. Landlord shall have no liability to Tenant if Tenant is unable to utilize the Monument Sign for any reason. The Monument Sign shall become property of Landlord at the end of the Lease Term.

(D) Sign Criteria Furthermore, the sign must comply with Landlord's Sign Criteria attached to this Lease as Exhibit "C". Landlord reserves the right to revise the Sign Criteria in its sole discretion, which shall be applicable to Tenant's signage thereafter. Tenant shall be entitled to a sign panel on each of "Pylon 1" and "Pylon 2" in the locations shown on Exhibit "C-1" and, in the event Landlord elects to construct new signage towers, in Landlord's sole discretion, in the locations shown as "Tower 1", "Tower 2" and "Tower 3" on Exhibit "C-1" containing tenant sign panels or tenant trade names, then Tenant shall have the right to have panel signage or trade name placement on such new signage towers on an equitable basis generally based (as to relative size and relative placement) upon relative square footage occupied as reasonably allocated by Landlord. Tenant may display

up to two (2) trade names on each sign panel(s) (or, if applicable, two trade names on the foregoing signage towers containing tenant trade names), with the design to be subject to Landlord's reasonable approval, which shall not be unreasonably withheld, conditioned or delayed; or, in the alternative, Landlord may elect in its discretion to allocate a total of two (2) panels to Tenant and/or its Approved Subtenants, with one trade name on each such panel.

32. Landlord Lien.

(A) Lien Landlord waives all contract liens and statutory liens on all property (including trade fixtures, equipment, chattels, non-perishable inventory and merchandise) of Tenant which may be located in the Premises from time-to-time, and all proceeds thereof.

(B) Right to Remove Tenant's Property In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then, to the extent permitted by law, Landlord shall have the right to keep in place and use all of the furniture, trade fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, at all times prior to repossession thereof by any lessor thereof or third party having a superior lien thereon. Landlord shall also have the right to remove from the Premises and Shopping Center (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, trade fixtures, equipment and other property located thereon and place same in storage at any location or dispose of same in any manner chosen by Landlord. In such event, Tenant shall be liable to Landlord for costs incurred in connection with such removal, storage and/or disposal and shall indemnify and hold Landlord indemnities harmless from all loss, damage, cost, expense (including attorney fees, paralegal fees, court costs and costs of appeal) and liability in connection with such removal, storage and/or disposal. Landlord shall also have the right to relinquish possession of any such furniture, trade fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument which appears to grant Claimant the right to take possession of such furniture, trade fixtures, equipment or other property without the necessity of Landlord investigating or inquiring as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant agrees to indemnify and to hold harmless Landlord indemnities from all costs, expenses (including attorney fees, paralegal fees, court costs and costs of appeal), losses, damages and liabilities incident to Landlord's relinquishment of possession of all or any portion of such furniture, trade fixtures, equipment or other property to Claimant. Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

(END OF RIDER A)

SEE RIDER B ATTACHED HERETO AND HEREBY MADE A PART OF THIS LEASE.

RIDER B

THIS RIDER B IS ATTACHED TO AND HEREBY MADE A PART OF THE LEASE

(SEE ALSO RIDER A).

33. Riders.

Notwithstanding anything provided herein, if there is any discrepancy between Rider "A" and Rider "B", Rider "B" shall prevail.

34. Tenant's Work.

A. Tenant shall complete all of the work in accordance with the plans and specifications developed by Tenant and approved by Landlord as described in Exhibit "B" attached hereto on or before the earlier of (i) the Rent Commencement Date, or (ii) opening.

B. Tenant shall be bound by the terms and conditions of the Tenant Design Manual, if any, and the Construction Criteria for the Shopping Center, as shown on Exhibit "B-2" attached hereto.

C. See Exhibit "B" and Exhibit "B-2"

35. Landlord's Work.

None.

36. Waiver of Tenant's Lien.

Tenant hereby waives its right to assert a lien against Landlord or Landlord's property pursuant to Tex. Prop. Code § 91.004.

37. Texas Department of Licensing and Regulation Inspections.

Tenant acknowledges that the Texas Department of Licensing and Regulation (the "Department") requires, upon submitting a building permit application to the local municipality, that an inspection be conducted by the Department to ensure that the Premises complies with the Americans With Disabilities Act (the "ADA") and the regulations promulgated thereunder, and to the extent the Premises do not comply, that it will be brought into compliance. In the event that Tenant, whether at the beginning of the Lease Term, or at any time during the Lease Term, desires to perform work which requires the submittal of a building permit application to the local municipality, then Tenant shall provide Landlord with a copy of the inspection application form submitted to the Department along with a copy of the check showing Tenant has paid the required inspection fee, as well as a copy of the final Notice of Substantial Compliance Certificate, and failure to do so shall constitute a default under the Lease. Furthermore, if the Department's inspection requires modifications to be made to the Premises so as to comply with the ADA, then Tenant shall be responsible to perform any such necessary modifications. Tenant shall defend, indemnify and hold Landlord harmless from all loss, costs, actions, damages or claims which Landlord may be subject to as a result of Tenant failing to timely comply with the provisions of this Article.

38. Texas Property Tax Code.

Section 41.413 of the Texas Property Tax Code ("Section 41.413") may give Tenant the right to protest the appraised value of the Project (a "Protest") if Landlord does not Protest. If Tenant Protests, the appraisal review board might increase the appraised value of the entire Project, which will negatively affect Landlord. Accordingly, to the extent permitted by applicable law, Tenant waives its rights to Protest under Section 41.413. Alternatively, if Section 41.413 cannot be waived, Tenant will deliver notice to Landlord (a "Protest Notice") prior to a Protest or planned Protest by Tenant, and Tenant will not file a Protest if Landlord files a Protest within 15 days after receipt of a Protest Notice. If Tenant Protests, and following such Protest, the appraisal review board increases the appraised value of the Project, Tenant will pay to Landlord all taxes (not only Tenant's share) assessed against the Project in excess of the taxes that would have been payable prior to the Protest. Tenant will continue to pay such excess taxes until the appraisal review board changes the determination of appraised value of the Project, even if the increased taxes are incurred after the expiration or earlier termination of this Lease. Tenant's obligations under this Section 38 will survive the termination of this Lease. See also Article 5.

39. Method By Which Charge is Computed.

Tenant agrees that all terms of this Lease for determining charges and amounts of Rent are commercially reasonable and that each such charge or amount constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code.

40. Waiver of Rights under Texas Deceptive Trade Practices Act.

Tenant hereby represents and warrants that (i) Tenant is represented by legal counsel in connection with the transactions contemplated by this Lease and (ii) the Premises that is the subject of this Lease is not a family residence occupied or to be occupied as Tenant's residence. Landlord is relying on these representations and warranties to establish the inapplicability of the Texas Business And Commerce Code, Section 17.41 *et seq.* to this Lease.

41. Intentionally Omitted.

42. OFAC Compliance.

(a) Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

(b) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease.

43. Additional Terms.

If the "Option Condition" (defined herein) is satisfied in each instance, Tenant shall have two (2) separate rights (the "Space A Option" and the "Space B Option", respectively, and collectively referred to herein as the "Option") to extend the Term of this Lease for two (2) additional periods of five (5) years each (the "First Option Term" and the "Second Option Term", respectively, and collectively referred to herein as the "Option Terms"). Tenant shall exercise each Option, if at all, by giving Landlord written notice of such intent to exercise not less than one hundred eighty (180) days prior to the expiration of the Initial Term, or expiration of the First Option Term, as the case may be. Should Tenant fail to timely and validly exercise either Option, or if the Option Condition is not satisfied in either instance so as to entitle Tenant to exercise the Option, then that Option and any succeeding Options, if any, shall be null and void and of no further force or effect. If Tenant is not entitled to, or fails to, exercise an Option as to a Space one hundred eighty (180) days prior to the expiration of the preceding Term as required herein, the Options granted herein as to such Space shall become null and void. The term "Option Condition" means, collectively, that, as of the time of Tenant's purported exercise of an Option, Tenant is not then in breach of this Lease and Tenant has never, at any time, been in default of any provision of this Lease beyond any applicable cure period. Tenant shall not be entitled to exercise a Space B Option, and the Space B Option shall be void, unless Tenant also exercises the Space A Option for the same Option Term. The Options shall be exercised consecutively, and if Tenant fails to (or is not entitled to) exercise either the Space A Option or the Space B Option for the First Option Term, then the corresponding Option for the Second Option Term is immediately null and void and of no further force or effect. Except as otherwise set forth in this Lease, "Lease Term", "Term" or "Term of this Lease" shall include the Option Terms to the extent Tenant timely and validly exercises its Option(s).

44. Offer Premises.

(a) If Landlord elects to market Space 410 of the Shopping Center consisting of approximately eight thousand (8,000) square feet (the "Offer Premises" shown on Exhibit "A" attached hereto), then Landlord shall provide written notice to Tenant of such prospective marketing. This notice shall be merely informational and shall provide Tenant no rights whatsoever and shall not obligate Landlord to market the Offer Premises; Landlord may withdraw or cease marketing of such space, and/or market the space upon any terms and conditions from time to time, all in Landlord's sole and absolute discretion.

(b) Provided Tenant shall not be in default of its obligations under this Lease beyond the applicable cure period, in the event Landlord shall receive an offer ("Offer") from a third party to lease the entire (or the majority of) the Offer Premises for lease to a new tenant (not the then-existing occupant or tenant thereof or its successor, assign or replacement), Landlord shall provide notice to Tenant of the essential economic terms of the Offer, and Tenant shall have fifteen (15) days following receipt to notify Landlord that it shall lease the Offer Premises (or applicable

portion thereof) upon the same terms and conditions as the Offer. In the event Tenant accepts the Offer, this Lease shall be amended to incorporate the terms of the Offer and Tenant shall lease the Offer Premises in accordance with the terms thereof. In the event Tenant does not notify Landlord that it accepts the terms of the Offer within such fifteen (15) day period, Tenant shall be deemed to have waived its right to lease the Offer Premises and this subsection shall be deemed null and void and of no further force or effect, except, however, if either (x) Landlord then leases the Offer Premises (or generally such portion) on essential economic terms offering an annual net return to Landlord of less than ninety percent (90%) of that set forth in the Offer within the one hundred eighty (180) day period after expiration of Tenant's 15-day acceptance period, or (y) Landlord does not enter into a lease for the Offer Premises (or generally such portion) within one hundred eighty (180) days after expiration of Tenant's 15-day acceptance period, then this paragraph shall again apply to Landlord's reduced or next Offer (as applicable). [The parties acknowledge that, due to Section 3(E), even if Tenant leases the Offer Premises, this Section 3(E) is a provision that is not applicable to other Offers, and, in consideration thereof, if Tenant terminates this Lease under Section 3(E), the payment due from Tenant pursuant to Section 3(E) shall be increased by including Tenant's obligations with respect to the Offer Premises in the calculation.]

45. Substitute Premises.

Notwithstanding any other provision in this Lease, Landlord in its absolute discretion shall have the right to relocate Tenant one (1) time from the entire Premises (the "Present Premises") into another single (contiguous) location in the Shopping Center (the "New Premises") comparable in size and functionality to the Premises at any time after the end of the third full Lease Year (a full Lease Year being as described in Article 2(B)). Such relocation shall, without limitation, include the relocation of the Protected Area comparable to the location of the initial Protected Area relative to the Present Premises. Subject to the provisions of this Article, Tenant shall reasonably cooperate with Landlord with such relocation (subject to Tenant's absolute option to terminate as described below). Landlord shall give Tenant at least one hundred twenty (120) days notice of the approximate date (the "Relocation Date") Tenant is to move to the New Premises. Landlord shall physically prepare the New Premises to Tenant's reasonable satisfaction and to at least the same condition as existing at the Present Premises when Landlord notifies Tenant of its intention to relocate Tenant. Landlord shall pay for moving all inventory, fixtures, furniture, equipment, and all other property of any kind or nature whatsoever located at or used in connection with the Present Premises, and storefront sign, to the New Premises, and shall pay for all other costs, expenses, charges or fees incurred by Tenant, by any Approved Subtenant, and by any other subtenant or assignee approved by Landlord, in connection with such relocation (including, without limitation, all costs for new stationery, business cards, providing notice of such relocation, wiring, and cabling). Provided Landlord has complied with the terms of this Article, Tenant will move its business operations to the New Premises promptly after Landlord notifies Tenant that it has substantially completed its preparation of the New Premises and a certificate of occupancy for the New Premises has been issued by the Town of Addison. The New Premises will become the Premises (instead of the Present Premises) and the Rent (including all of Tenant's other monetary obligations to Landlord under the Lease) and all the other terms and provisions of this Lease shall be transferred and continue to apply, without interruption, to the New Premises from and after the date Tenant is required to move pursuant to this Article; provided, however, that Tenant shall receive two (2) months free Base Rent in connection with such relocation, commencing with the first full month following Tenant's relocation to the New Premises. The square footage of the New Premises shall not be materially smaller than the Present Premises (including each of Space A and Space B), but if the square footage of the New Premises is less than the Present Premises, Base Rent shall be reduced proportionately. If the square footage of the New Premises is more than the Present Premises, Base Rent shall not be increased.

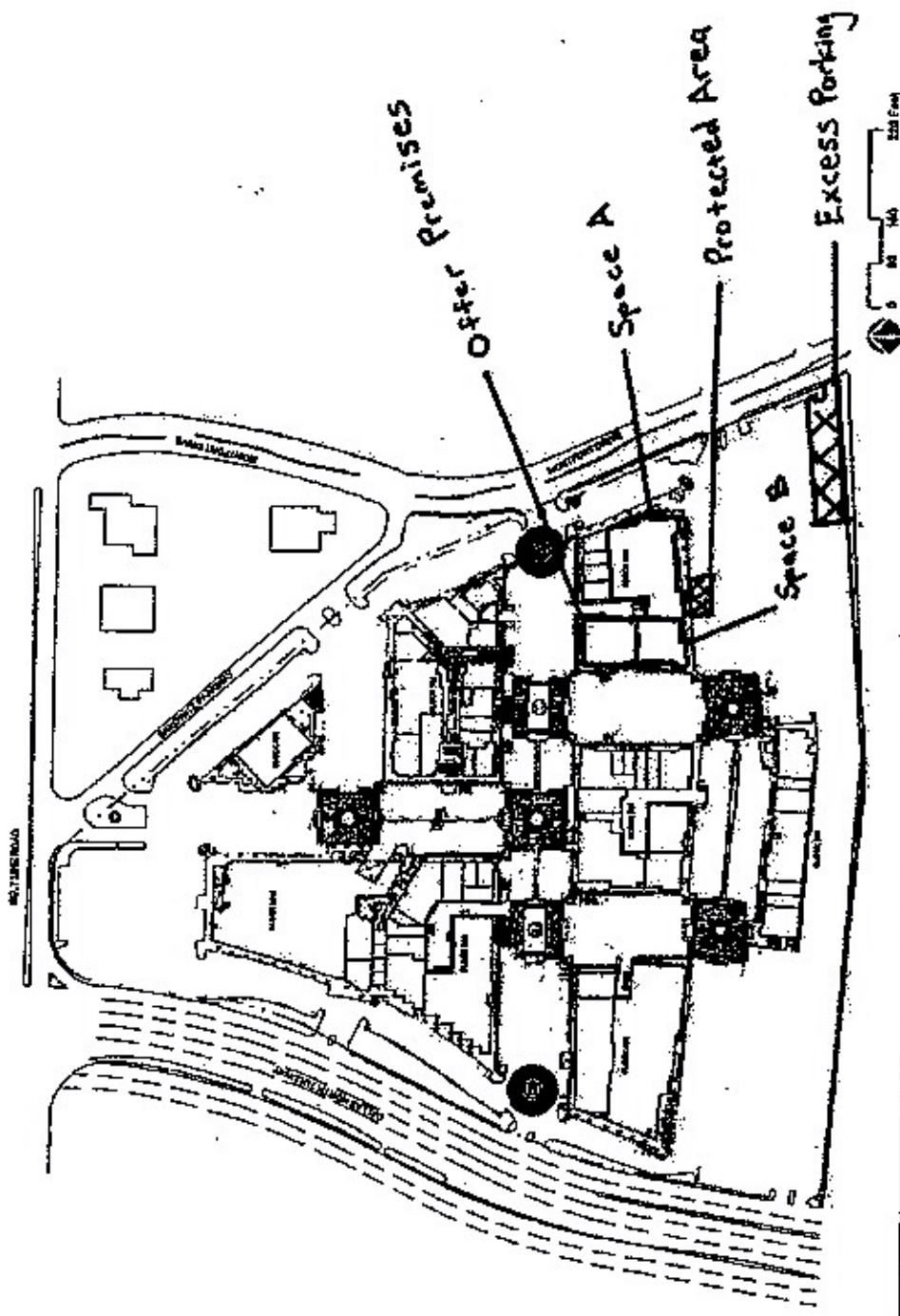
However, within the initial thirty (30) days following Tenant's receipt of Landlord's initial notice of relocation, Tenant may provide notice of termination this Lease by notice to Landlord. Such notice shall be effective as of the Relocation Date set forth in Landlord's initial notice of relocation. On or before the effective date of termination, Landlord shall pay the sum of Five Thousand and 00/100 Dollars (\$5,000.00) to Tenant.

EXHIBIT "A"

SITE PLAN

[see attached]

NOTE: THIS SITE PLAN SHOWS THE APPROXIMATE LOCATION OF THE PREMISES AND THE APPROXIMATE CONFIGURATION OF THE PREMISES AND ADJACENT AREAS. IT IS ONLY ILLUSTRATIVE OF THE SIZE AND RELATIONSHIP OF THE STORES AND COMMON AREA, ALL OF WHICH ARE SUBJECT TO CHANGE, SUBJECT TO THE PROVISIONS OF THE LEASE. THE INDICATION OF ANY NAMES OF TENANTS, CURB CUTS, TRAFFIC CONTROLS, OR PARKING SHALL NOT BE DEEMED A REPRESENTATION OR WARRANTY BY LANDLORD THAT ANY OF THE FOREGOING WILL CONTINUE TO EXIST, EXCEPT AS STATED IN THE LEASE. CERTAIN PARCELS OF THE PROPERTY DEPICTED BELOW MAY NOT BE OWNED OR CONTROLLED BY LANDLORD. ANY EXCLUSIVES GRANTED HEREIN WILL NOT APPLY TO PROPERTY NOT OWNED BY LANDLORD.



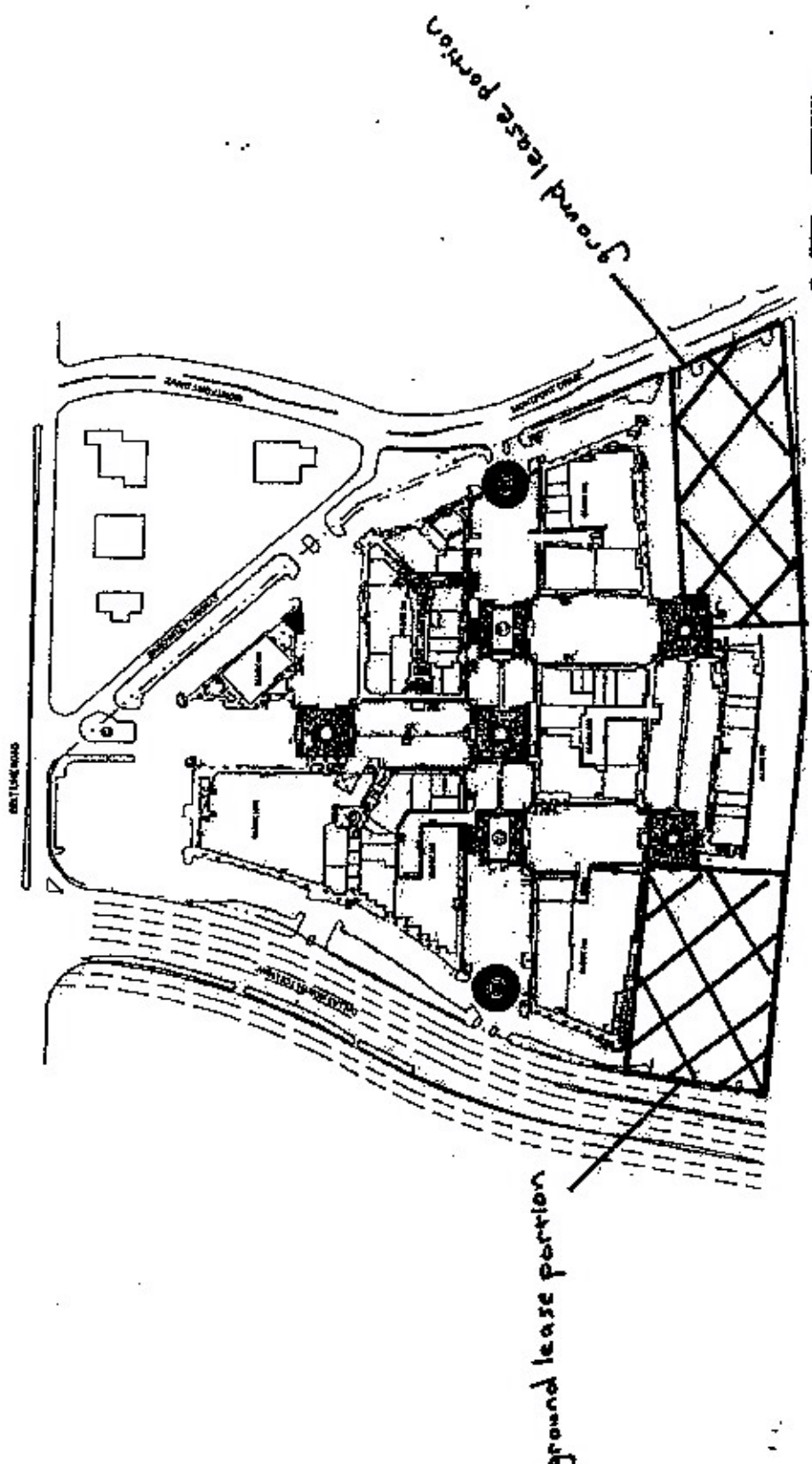
Village
ON THE PARKWAY

SITE PLAN
Village on the Parkway
Auburn, Texas

EXHIBIT "A-1"

GROUND LEASE PORTIONS

[see attached]



Ground lease portion

ground lease portion

Village
ON THE PARKWAY

SITE PLAN
Village on the Parkway
Addicks, Texas

EXHIBIT "B"

TENANT'S PLANS AND SPECIFICATIONS REQUIREMENTS (SEE ARTICLE 34)

[see attached]

EXHIBIT B

1. Definitions. In addition to the terms that are defined elsewhere below or in this Lease, the following defined terms are used in this Exhibit:

Working Drawings: Construction documents detailing the improvements and conforming to applicable building and planning codes, complete in form and content and containing sufficient information and detail to allow for competitive bidding or negotiated pricing by Tenant's contractor(s) and issuance of a building permit, prepared in conformance to all applicable Codes. Landlord acknowledges and understands that, in retaining the services of a contractor to construct improvements to the Premises (and any Change Order regarding such construction), Tenant is required to do so in accordance with applicable laws, rules, regulations and standards, including laws, rules, regulations and standards regarding competitive bidding.

Tenant's Work: The Premises shall be delivered to the Tenant in "AS-IS" condition. Tenant to conduct an inspection of each and every item in the Premises to determine the full extent of any repairs or replacements necessary. The work to be performed by Tenant pursuant to this Exhibit, including:

- (i) Development of the Working Drawings, including supporting engineering studies and review and approval by Landlord's architects (i.e., structural design or analysis, lighting or acoustical evaluations, or others);
- (ii) All construction work necessary to create the details, partitioning, finished ceilings, walls, and floor surfaces, lighting, electrical, mechanical, plumbing, fire protection and life safety systems, all as shown on Working Drawings;
- (iii) Millwork that is principally assembled off-site and is attached to or made a permanent fixture of the structural integrity of the building in which the Premises are located (the "Building"); and
- (iv) Approved signage as permitted under the Lease.

Cost of the Improvements: the total of all hard and soft costs associated with the construction of the Tenant's Work, including, but not limited to:

- (i) All contractor and construction manager costs and fees;
- (ii) The costs of preparing the Working Drawings; and
- (iii) All governmental fees and taxes (including without limitation, any and all fees for permits required for construction of the Tenant's Work or occupancy of Premises or any utility deposits).

Change Order: any change, modification, or addition to the Working Drawings after Landlord has approved the same.

2. Representatives. Landlord may designate a representative to act for Landlord in all or some matters associated with this Exhibit. Tenant may designate a representative to act for Tenant in all or some matters associated with this Exhibit. Any such appointments from time to time must be clearly communicated to the other party. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Exhibit shall be made to Landlord or its representative or Tenant or its representative, as the case may be. Tenant shall not make any inquiries of or requests to, and shall not give any instructions or authorizations to, any other employee or agent of Landlord, including, without limitation, Landlord's architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Exhibit.

3. Design and Construction. The preparation of the Working Drawings and the construction of the Tenant's Work shall be performed by designers and contractors selected and engaged by Tenant and approved by Landlord. Landlord acknowledges and understands that, in retaining the services of a designer, Tenant is required to do so in accordance with applicable laws, rules, regulations and standards.

4. Landlord's Approval. Landlord may withhold its approval of any element of Tenant's Work as shown in any Working Drawings, or Change Order that (with the determination that any of the following conditions exists to be made by Landlord in its sole discretion):

(i) exceeds the capacity of, or would adversely affect, the Building or any part of the plumbing, mechanical, electrical, communication, or other systems of the Building;

(ii) is not approved by the holder of any mortgage or deed of trust encumbering the Building at the time the work is proposed;

(iii) violates any agreement disclosed by Landlord to Tenant which affects the Building or binds Landlord;

(iv) Landlord believes will increase the cost of operation or maintenance of any of the systems of the Building;

(v) Landlord believes will reduce the market value of the Premises, the Building or the Shopping Center at the end of the term of this Lease;

(vi) does not conform to applicable building code or is not approved by any governmental, quasi-governmental, or utility authority with jurisdiction over the Premises; or

(vii) is not consistent with the quality of the tenant finishes in the Building or the Shopping Center, or is not otherwise of a first-class character, quality and appearance, consistent with the overall quality and appearance of the Building or the Shopping Center.

5. Schedule of Improvement Activities.

(a) Tenant's Working Drawings shall be submitted to Landlord for approval within sixty (60) days following the Effective Date [however, if, despite Tenant's continuous and diligent efforts to prepare and complete Tenant's Working Drawings commencing upon the Effective Date, Tenant (i) is able to document such continuous and diligent efforts to Landlord's reasonable satisfaction and (ii) despite such efforts, Tenant is unable to complete Tenant's Working Drawings within such 60-day period, Tenant shall have an additional fifteen (15) days such that such total time period is seventy-five (75) days after the Effective Date]. Within five (5) business days following Landlord's receipt of the Working Drawings, Landlord shall review and approve or disapprove in writing the Working Drawings. If Landlord disapproves the Working Drawings, or any portion thereof, Landlord shall include with its notice of disapproval a statement of the concerns which must be addressed in order for Landlord to approve the Working Drawings. Within five (5) business days after the date of Landlord's notice, Tenant shall submit to Landlord revised Working Drawings incorporating revisions sufficient to address the concerns raised by Landlord.

(b) Upon Landlord's approval of the Working Drawings pursuant to subparagraph (a) above, Tenant shall cause application to be made to the appropriate governmental authorities for necessary approvals and buildings permits. Tenant shall be responsible for obtaining all necessary permits and approvals for the work shown on the approved Working Drawings, at Tenant's sole cost and expense.

6. Construction of the Tenant's Work.

(a) Upon Tenant's receipt of the necessary approvals and permits, Tenant shall proceed to construct Tenant's Work. Tenant shall deliver evidence reasonably acceptable to Landlord that liability and casualty insurance fulfilling the requirements of this Lease is in full force and effect. All work to be performed by Tenant and its contractors in connection with the construction of Tenant's Work shall be performed in a good and workmanlike manner, in accordance with the Working Drawings approved by Landlord, and shall be of first-class quality consistent with the quality of the Building. All such work shall be conducted pursuant to a construction contract or contracts approved by Landlord (provided that such approval shall be given or withheld within ten (10) days following Tenant's request therefor), and Tenant shall promptly upon execution of any such construction contract deliver to Landlord a fully executed copy of the contract. The construction of Tenant's Work shall be conducted in such a manner as to maintain harmonious labor relations with Landlord's contractors and as not to interfere unreasonably with or delay any work being performed by Landlord's contractors, but Landlord shall nonetheless afford Tenant's contractors reasonable and timely access to the Premises. Any work that Tenant requires or desires to have performed involving fire sprinkler, fire alarm, and/or roofing scopes of work shall be subject to Landlord's approval (not to be unreasonably withheld) and will be performed by Tenant at Tenant's expense.

(b) Tenant shall reimburse Landlord for any and all expenses reasonably incurred by Landlord by reason of faulty work performed by Tenant's contractor or contractors, damage to other work in the Shopping Center caused by Tenant's contractor or contractors, and delays caused by such work or as the result of inadequate clean-up.

7. Cost Responsibilities. Tenant shall be responsible for paying the entire Cost of Tenant's Work (except that Landlord will provide the Allowance in accordance with the provisions of this Lease). In addition, any improvements to or installations in the Premises desired by Tenant and approved by Landlord that are outside the scope of the Working Drawings and are therefore not part of Tenant's Work, including, without limitation, personal property and interior design elements, shall be furnished and installed by or on behalf of Tenant at Tenant's sole expense pursuant to Paragraph 6 of this Exhibit above.

8. Changes, Additions, or Alterations. If Tenant desires any change, addition, or alteration in the approved Working Drawings (a "Change Order"), Tenant shall prepare and submit to Landlord a written request therefor, on a form approved by Landlord, together with plans and specifications with respect to such proposed change, addition, or alteration. All such Change Orders shall be subject to Landlord's prior written approval in accordance with Paragraph 4 of this Exhibit above. Within five (5) business days following Landlord's receipt of any such Change Order, Landlord shall review and approve or disapprove in writing the Change Order. If Landlord disapproves the Change Order, or any portion thereof, Landlord shall include with its notice of disapproval a statement of the concerns which must be addressed in order for Landlord to approve the Change Order. Within three (3) business days after the date of Landlord's notice, Tenant shall, if it desires to proceed with the Change Order, submit to Landlord a revised Change Order incorporating revisions sufficient to address the concerns raised by Landlord. If Tenant fails to do so, Tenant shall be deemed to have withdrawn the proposed change.

9. Responsibility for Design. Tenant shall be responsible for the design, function, and maintenance of all of Tenant's Work. Landlord's approval of the Working Drawings shall not constitute any representation or warranty as to the adequacy, efficiency, performance, or desirability of Tenant's Work.

10. Condition of the Premises. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Premises except as expressly provided in this Lease and this Exhibit. Tenant acknowledges that the Premises is being delivered and demised under this Lease in its "as is" condition. Tenant is advised to inspect the Premises to verify the construction details existing in its Premises. All building elements and dimensions must be field verified by Tenant's Architect. Tenant shall be responsible for completing any further work needed in order to prepare the Premises to open for business and operate except as expressly provided in this Lease and this Exhibit.

11. Landlord's Work. Prior to the commencement of Tenant's Work, Landlord, at Landlord's sole cost and expense, shall deliver the Premises to Tenant "AS IS" in "broom clean" condition.

EXHIBIT "B-2"

CONSTRUCTION CRITERIA

(With Tenant Finish of Premises)

- A. All labor shall be performed and materials furnished at Tenant's own cost, expense and risk, subject to Landlord's prior written approval not to be unreasonably withheld, conditioned, or delayed. No such approval shall constitute a license authorizing Tenant to permit such Tenant's labor to enter upon the project and Premises prior to the Lease Commencement Date.
- B. With respect to any contract for any such labor or materials, Tenant shall act as the principal and Tenant may not present itself as an agent of Landlord.
- C. If Landlord and Tenant have not agreed in writing upon said plans and specifications or one or more general contractors to be utilized by Tenant within one hundred five (105) days after the date hereof, Landlord and Tenant shall each have the right to terminate the Lease at any time thereafter but prior to the date that Landlord and Tenant may subsequently agree to approve such plans and specifications; however, if such termination is by Landlord, then Tenant may void such termination by obtaining Landlord's approval of plans and specifications within fifteen (15) days after Tenant's receipt of the notice of termination. In the event of such termination neither party shall have any claim against the other under the Lease irrespective of what costs or expenses, if any, either party shall have incurred in connection with the Lease prior to such termination. If such plans and specifications are approved by Landlord and Tenant in writing, such plans shall be initialed or signed by Landlord and Tenant and dated, but need not be attached to the Lease. Landlord shall not unreasonably delay or withhold its consent.

Tenant's Work shall be performed in accordance with Exhibit "B" hereinabove.

- D. In the event that the plans and specifications are approved or deemed approved as provided above, and Tenant fails to commence construction on or before the expiration of the one hundred fifth (105th) day from the date of tender of possession of the Premises to Tenant, Landlord shall give written notice of such failure to Tenant and Tenant shall have thirty (30) days (or such longer period of time set forth in the notice) following its receipt of such written notice to commence construction. If Tenant fails after such notice to commence construction, then such failure shall constitute an Event of Default under the Lease and without further notice Landlord shall have the right to either terminate this Lease at any time thereafter or exercise such other remedies as may be available to Landlord pursuant to the terms of the Lease.
- E. The choice of Tenant's contractor(s) shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed (it being understood that such contractor(s) must have experience constructing similar improvements and must be bondable; otherwise, it shall not be unreasonable for Landlord to reject such contractor(s)).
- F. In addition to the requirements Tenant must satisfy in order to collect the Tenant Allowance described in this Lease, Tenant must also satisfy the following steps before the Tenant Allowance is paid to Tenant:
- The Texas Architectural Barriers Act (the "Act"; Article 9102, T.C.S.) requires inspection of the Premises to ensure compliance with the Act. Tenant shall have previously provided Landlord its project number and further, Tenant must obtain a Certificate of Final Inspection (or equivalent) indicating that the Premises were inspected by the Independent Contractor Provider (ICP) (or equivalent) and were found to be in compliance with the Act. However, if Tenant's leasehold improvements cost less than \$50,000.00, then in lieu of the aforementioned Certificate of Final Inspection, Tenant may provide Landlord an Affidavit indicating its total costs of construction were less than \$50,000 and a survey from the ICP indicating the Premises is in compliance with the Act.

- Tenant must have made payment of all Rent and "Construction Charges" due. "Construction Charges" shall include the following: i) temporary electrical service from the Lease Commencement Date until Tenant's electrical meter is hooked up; ii) any of Tenant's Work performed by Landlord on Tenant's behalf; iii) trash pick-up and disposal services; iv) repair of any damage to Landlord's Work or the Common Areas caused by Tenant, its agents or contractors; and v) any fines assessed against Tenant or Tenant's contractors not paid in full. If Tenant's Work is not secured by a statutory payment bond, then Landlord may retain 10% statutory retainage as described in the Texas Property Code until 30 days after substantial completion of all work.

- G. So long as Tenant is not in default under this Lease, Landlord will pay to Tenant up to the amount of the Allowance set forth in Section 1(T) of this Lease, as a reimbursement for Tenant's bona fide (and verified) actual construction costs and expenses, including licensing fees, application and permitting charges, sales and use taxes, architecture, engineering, design and professional space planning fees, charges and expenses. Such payment will be due within thirty (30) days after Landlord's receipt of a written request from Tenant, subject to each of the following conditions: (1) completion of all improvements to the Premises to Landlord's reasonable satisfaction, (2) written certification by Tenant's contractor to Landlord certifying that Tenant's work has been completed in substantial accordance with the plans and specifications approved by Landlord for such Tenant's work, (3) Tenant's delivery to Landlord of a true copy of its Certificate of Occupancy (or similar governmental occupancy permit), (4) Landlord's satisfaction that all bills have been paid to Tenant's contractors, subcontractors, and professionals, and an Affidavit of Total Release, and Bills Paid has been delivered to Landlord from the general contractor, all subcontractors and all suppliers, (5) Tenant's commencement of business and continuing operation in the Premises and commencing to pay regular monthly installments of Rent, and (6) Tenant shall not be in default under this Lease, without regard to any notice or grace period. (If Tenant is in default, such payment shall be deferred until such time, if any, as Tenant is not in default and all other conditions to such payment are satisfied.)

Landlord shall place the entire prospective amount of Allowance in escrow prior to the Effective Date, and shall make disbursements of the Allowance (from such account or otherwise). To the extent it is conclusively determined that Tenant is not entitled to the Allowance, the then-remaining escrow shall be disbursed to Landlord. Interest on the escrow shall belong to Landlord. Landlord shall, upon Tenant's request from time to time, provide reasonably satisfactory evidence to Tenant that the remaining potential Allowance obligation is in escrow and dedicated solely to this obligation, until such time as the Allowance is fully disbursed or until it is conclusively established (if ever) that Landlord has no potential prospective obligation whatsoever for any further disbursement of the Allowance (either party may seek a declaratory judgment for such determination, if a dispute exists).

EXHIBIT "C"

SIGN CRITERIA (SEE ARTICLE 31(D))

[see attached]

Village ON THE PARKWAY

Signage Criteria

October, 2009



**SIGNAGE CRITERIA
&
TENANT SIGN SPECIFICATIONS**

The purpose of the following sign specifications is to create an environment in which all signs are both individual and distinctive within the center. The total architectural concept of the shopping center, including signage, is designed to create an impression of class and quality which stimulates a good business environment, thereby helping to insure the business success of each Tenant.

GENERAL

Tenant shall be required to identify Tenant's Demised Premises by installing one (1) sign on the front of the said premises and which shall be attached directly to the building fascia. Tenant shall furnish and install sign at his/her cost and shall not be allowed to open for business without the required and approved sign in place. Failure to open for business for this reason does not release Tenant from the performance of any and/or all of Tenant's obligations under the Lease.

All Tenants shall be responsible for the design, fabrication, installation and final electrical connection of their own sign. The design, size, type of illumination and location of all Tenant signage shall be approved in writing by the Landlord. The Tenant shall submit four (4) copies of the proposed signage drawn to scale, shown in the proposed location on the Tenant's fascia, noting all fabrication and installation details and colors, to the Landlord for final approval. Any deviations from listed sign criteria must be approved in writing by Landlord. Written approval and conformation with listed specifications does not imply conformance with local City sign ordinances. In the event the listed specifications and the Town of Addison sign ordinance differ, the more restrictive of the two apply.

PRIOR TO INSTALLATION

No sign shall be installed until the Tenant receives the Landlord's written approval. If Tenant installs any sign without Landlord's prior written permission, Tenant will remove such sign within three (3) working days from receipt of written notice from Landlord demanding removal of sign. In the event Tenant fails to remove any such sign within the above stated period, Landlord may remove sign without further notice to Tenant and Tenant shall reimburse Landlord the amount of expenses incurred by Landlord for the removal of sign.

WORDING

Wording on all signs shall be limited to the Tenant's store or trade name only. Logos will be considered if in good taste and design and if the size fits within the designated signage area and does not exceed the limits applicable to height or length as described herein.

SIGN PERMIT

All Tenants, or their agents, are required to obtain Town of Addison sign permit and to insure that all signs comply with the city sign code and this Criteria.

INSURANCE CERTIFICATES & LICENSES

NO WORK MAY BEGIN ON ANY SIGNS UNTIL TENANT HAS CAUSED TO BE DELIVERED AN INSURANCE CERTIFICATE AS ATTACHED HEREIN FROM SIGNAGE CONTRACTOR.

Tenant shall have the ability to obtain exterior sign from sign company of their choice. The sign company **MUST** provide Landlord, at time of design submittal as outlined above, the following documents:

- 1) A Certificate of Insurance, naming Landlord as co-insured, verifying Comprehensive General Liability and Worker's Compensation Insurance - with minimum limits of \$500,000 or more per occurrence with an insurance company acceptable to Landlord with a minimum rating of B+ or better, licensed to issue such insurance within the State of %Texas, and
- 2) A letter addressed to the Landlord from the sign company stating that they are licensed and bonded as required in the city in which they will be installing the Tenant's sign. If these documents are not in the possession of Landlord before Tenant's sign is scheduled to be installed, Landlord shall deny access to building by sign company, until documents are received and accepted.

DAMAGE

The cost of repairing any damage to Landlord's property made by the signage installation company shall be reimbursed by Tenant.

CHANGES TO SIGNAGE CRITERIA

Landlord reserves the right to make changes at any time at Landlord's sole discretion to this Signage Criteria in the interest of maintaining or updating the architectural integrity of the property.

ALTERATIONS

Tenant will make no alterations to or changes to any existing signage without Landlord's prior written consent.

DESIGN & FABRICATION

As stated in the opening paragraph, the philosophy of the shopping center is to promote a village like atmosphere of quality unique shops and restaurants. The tenant is encouraged to pursue a sign design that is unique and complimentary to their business. Signage may be in the form of a single wall sign or awning graphics, but not both. If the tenant does not have a preferred design in mind, one of the following styles should be documented and presented for approval.

- A) Halo lit reverse channel letters using concealed neon or LED illumination, shop mounted to 1/8" painted aluminum plate. Plate shall be bolted to the building fascia with non-corrosive Stainless Steel bolts.
- B) Internally illuminated plexi faced, individual channel letters shop mounted to 1/8" painted aluminum plate. Plate shall be bolted to the building fascia with non-corrosive Stainless Steel bolts.

In both cases, all wiring between letters shall be enclosed within a 2" x 12" wireway. No cabinet or "box" signs will be permitted. The use of goose neck external lighting shall be considered by Landlord on a case by case basis.

PLACEMENT AND INSTALLATION

1. The maximum overall length of the sign, including back panel, shall not exceed 75% of the leased storefront width or a maximum of 50', whichever is less. At no time shall any portion of the sign extend over the Tenant's lease line. The sign will be installed centered vertically and horizontally in the sign band area as determined by Landlord.
2. Signs shall be limited to one (1) horizontal row of letters for store name, unless store name is of a size or length necessary to require two (2) horizontal rows of letters. Final determination will be made by Landlord.
3. The maximum vertical height of letters used on one (1) horizontal row will be 42" with the maximum height of the background panel to be 48" (*This may vary based on the dimensions of the space available for signage as determined by Landlord*). The maximum vertical height of the combined two (2) horizontal rows will be 42" – actual size of letters will be determined by design and Landlord approval – with the maximum height of the background panel to be 48" (*This may vary based on the dimensions of the space available for signage as determined by Landlord*). The minimum letter height will be 12"

4. No penetrations will be made into the roof, roof parapets or any roof flashings without prior written consent of landlord. Landlord's designated roofer must make any penetrations.
5. Transformers are to be concealed within canopy soffits or behind parapet walls in UL approved transformer boxes and all secondary wiring shall be concealed in above described wireways.
6. Only two (2) wall penetrations per transformer will be permitted for electrical wiring. Penetrations for wiring shall be located behind the letters in the sign. Repair of any damage shall be at the Tenant's expense.
7. Primary electrical wiring of a suitable size and capacity from a power source within the Tenant's space shall be brought to the sign location and connected to sign. Additionally, Tenants are required to have a time clock for the sign that automatically turns the sign off and on at prescribed times as set by the Landlord. Although signs may remain on as long as Tenant desires, no signs shall be turned off before 11:00 p.m. Routing and location of conduit and other required items shall not be visible from front of fascia. This work is to be performed by a duly licensed and bonded electrician approved by the Town of Addison and Landlord. All of the above is at the Tenant's expense.
8. Mount sign using 3/8" stainless steel bolts and associated hardware. Indicate number and location on submitted shop drawings. Locate mounting holes only behind the letters. Provide 2" x 12" wireway between background panel and building face.
9. All signs, wiring, and connections shall be fabricated in strict accordance with the highest standards of the sign industry. Installations should be accomplished in accordance with all city codes and done in a professional manner with little or no interference to the surrounding Tenants and areas. The Landlord reserves the right to be the judge of such workmanship.

CONSTRUCTION OF LETTERS AND ILLUMINATION

1. All letters are to be fabricated using .063 aluminum returns and .090 aluminum faces.
2. Background panel shall be 1/8" thick aluminum plate. Background panel to feature 3" continuous space between letter returns and edge of background panel around all letters with 2" radius at corners. No 90-degree angles. For very long sections, panel may need reinforcement at strategic locations using aluminum angles.
3. A 2" x 12" wireway is to be attached to the backside of background panel directly behind each row of horizontal letters. Ends of wireway are a minimum of 2" shorter than background panel.
4. Before fabrication and painting, all aluminum is to be chemically cleaned, primed, and finish coated with polyurethane color. All returns, background panels, and wireways are to be coated in high gloss black finish.
5. All internal illumination shall be 15 mm neon tubing or LEDs and shall be uniform in illumination.
6. All components are to be UL listed and approved. All fabrication and installation shall meet or exceed required codes and completed signs will display the required UL label.
7. All signs (including all wiring and background panel) should be fabricated and assembled in sign manufacturer's plant.

SECONDARY SIGNS

1. No secondary signs are to be placed on building wall elevations.
2. Tenant shall mount 3" high white 3M high-performance computer cut Helvetica font names and/or numbers on rear door for identification purposes. Copy is to be centered horizontally and located 15" down from top of door measured to bottom of copy.

2. Tenant shall mount 3" high white 3M high-performance computer cut Helvetica font names and/or numbers on rear door for identification purposes. Copy is to be centered horizontally and located 15" down from top of door measured to bottom of copy.
3. No cloth signs or banners are allowed except with prior written consent.
4. One (1) window sign displaying Tenant name and store hours will be allowed, but must be installed on front entrance door of Tenant's Demised Premises. Tenant's name and logo shall be in 2" high copy with store hours in 3/4" high copy. All letters and numerals will be 3M high performance computer cut white vinyl applied to the first surface of the door glass. Tenant to submit four (4) copies of design layout using minimum of 3/8" scale to Landlord. Tenant must obtain written approval prior to installing any sign. Tenant shall not apply any other signs to the interior or exterior face of storefront glass or other materials.
5. Tenants are encouraged to use under canopy "blade signs" in addition to the primary sign. See attached Exhibits 1 and 2 for more information.
6. Tenant must supply and install at Tenant's expense 3" high 3M high performance computer cut white vinyl address numerals for postal identification of premise. Sign will be installed on second surface of glass panel centered horizontally 3" above bottom of transom above front door.
7. The following signs are prohibited:
 - trailer signs or temporary signs
 - sandwich boards or easel signs
 - animated, flashing, or moving signs
 - iridescent painted signs
 - signs or letters painted directly on any surface except as herein noted
 - signs installed along perimeter of shopping center
 - exposed neon illumination

SUBMITTALS

Tenant shall submit four (4) sets of copies of the proposed sign to the Landlord for approval prior to starting fabrication. Each set to include:

1. COLOR rendering of sign as it will appear on front of building,
2. Shop drawing that clearly shows the following information:
 - layout and copy of all wording
 - sizes of proposed copy
 - colors
 - type and description of all illumination
 - mounting hardware and location of all mounts
 - required electrical requirements in volts and amps
 - thickness of all materials
 - fascia cross section showing electrical connections
 - any other pertinent information pertaining to a particular set of letters on a sign
3. Elevation of building fascia and sign shall be a minimum of 1/4" scale with section drawings at minimum 3/4" scale.
4. It is required that Tenant's sign contractor visit site to obtain all details necessary for the successful completion of the project.

Send submittals to:

Property Manager
 UCR Asset Services
 Village on the Parkway
 5100 Beltline Road, Suite 840
 Dallas, TX 75254



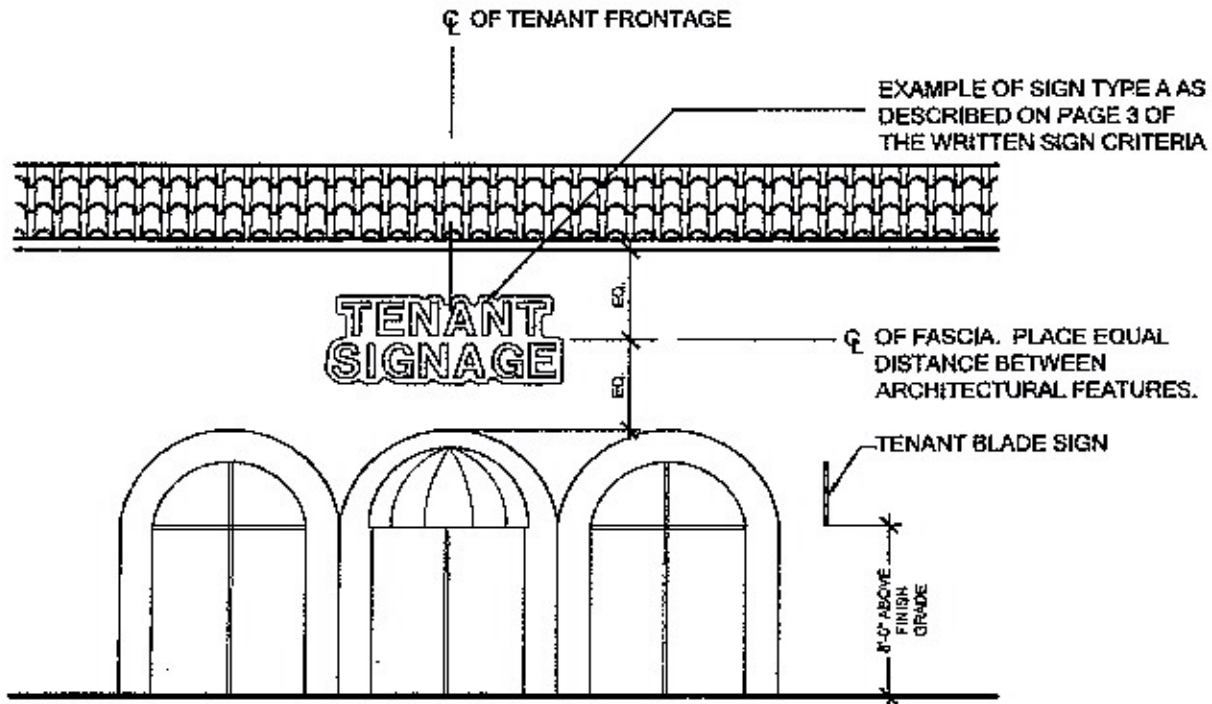
Good Fulton & Farrell Architects

2908 Fairmount Street
Suite 300
Dallas, Texas 75201

214.303.1500/Tel
214.303.1512/Fax
www.gff.com

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△	_____
△	_____
△	_____
Project No.	08051.00
Sheet Title	EXHIBIT 1
Date	05.05.08
Last Revision	_____
Orig. Dwg. No.	_____



01

TYPICAL ELEVATION

File Name: SIGNCRT1.DWG

Scale: 1/8" = 1'-0"



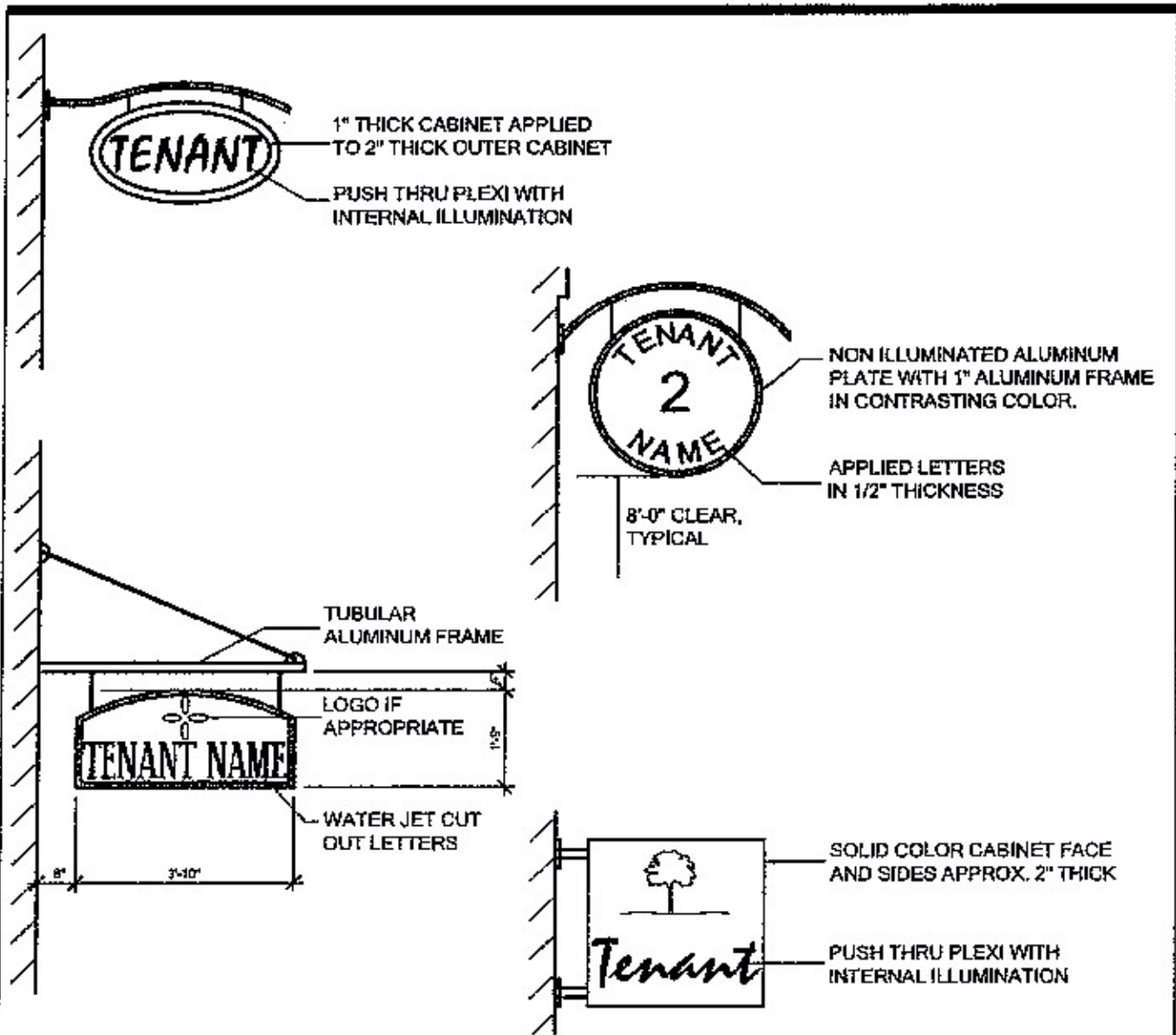
Good Fulton & Farrell Architects

2306 Fairmount Street
Suite 300
Dallas, Texas 75201

214.303.1500/F
214.303.1512/Fax
www.gff.com

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Project No.	08051.00
Sheet Title	EXHIBIT 2
Date	05.05.08
Last Revision	
Orig. Dwg. No.	



NOTE: ALL LETTERING TO BE LIMITED TO THE TENANT PRIMARY STORE NAME. SIGN PLATES SHALL NOT EXCEED 7.5 SQUARE FEET.

01

BLADE SIGN EXAMPLES



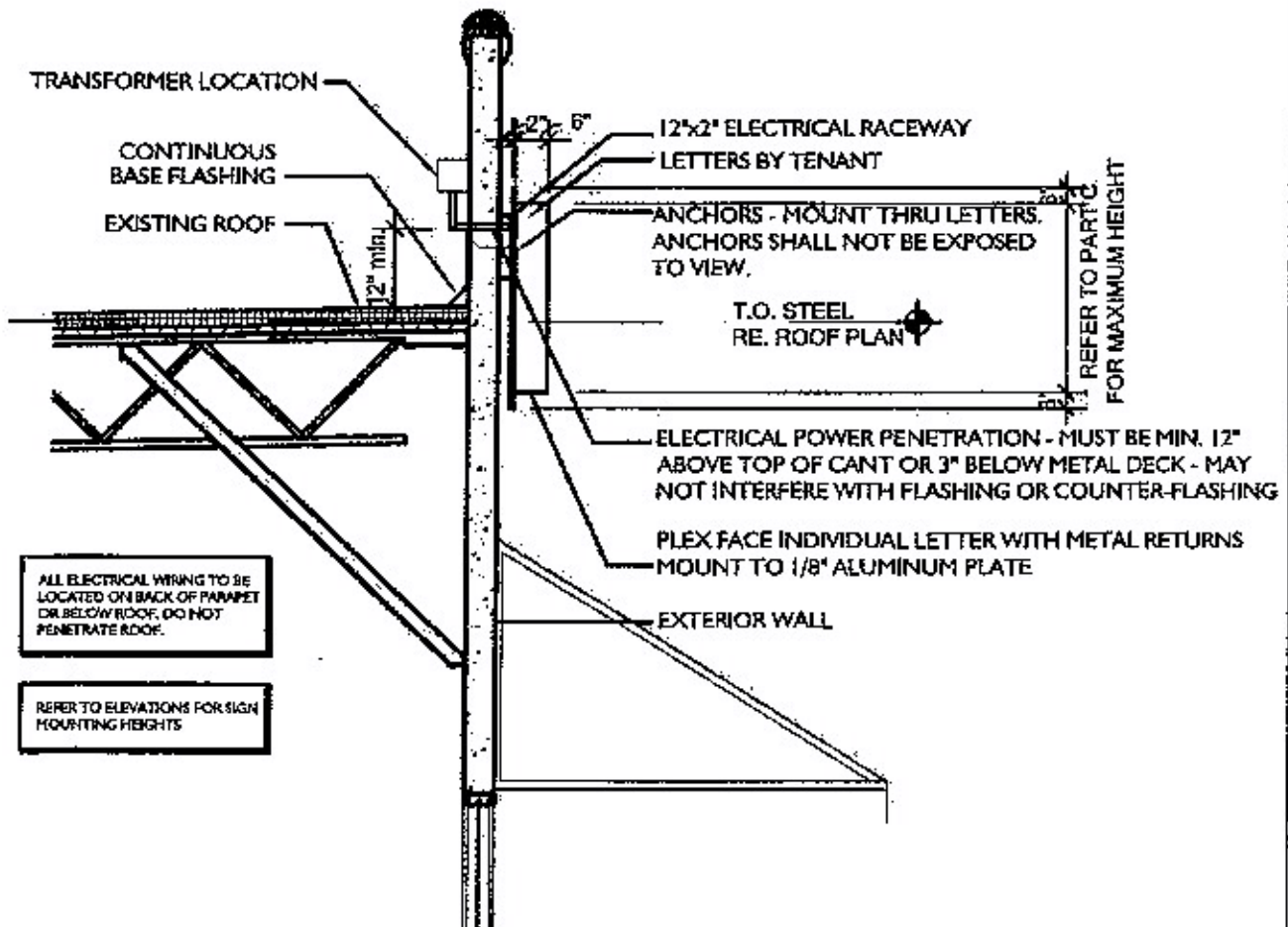
Good Fulton & Farrell Architects

2808 Fairmount Street
Suite 300
Dallas, Texas 75201

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214.303.1512/Fax
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Project No.	08051.00
Sheet Title	EXHIBIT 3
Date	05.05.08
Last Revision	
Orig. Dwg. No.	



01

SECTION



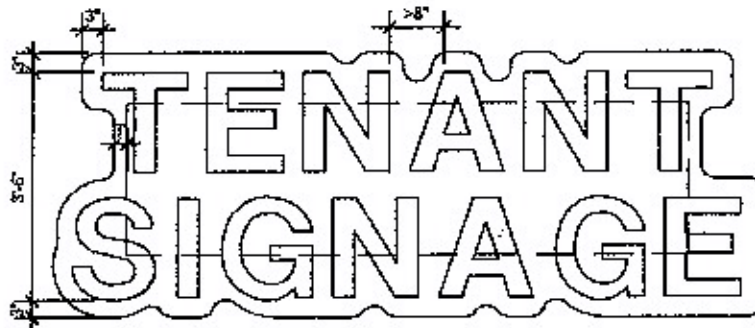
Good Fulton & Farrell Architects

2808 Fairmount Street
Suite 300
Dallas, Texas 75201

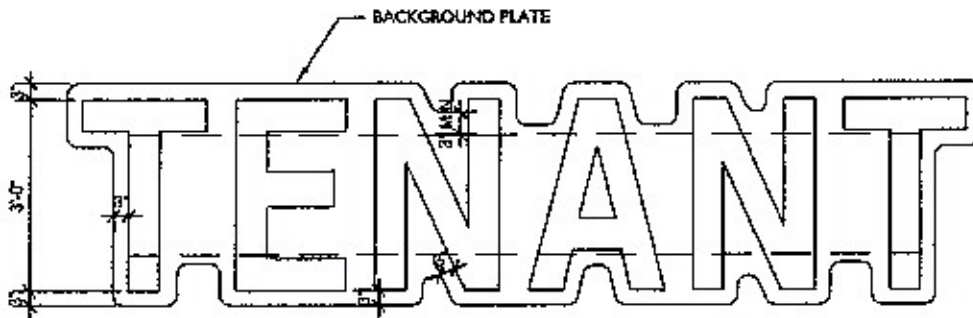
214.303.1500/Tel
214.303.1512/Fax
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Project No.	08051.00
Sheet Title	EXHIBIT 4
Date	05.05.08
Last Revision	
Orig. Dwg. No.	



SIGN WITH MULTIPLE LINES OF COPY



SIGN WITH SINGLE LINE OF COPY

1. BACKGROUND PLATE TO BE 3" OUTSIDE OF LETTERS CONTINUOUSLY.
2. BACKGROUND PLATE TO PROVIDE 2" MINIMUM COVERAGE OF RACEWAY BOX.
3. MINIMUM INSIDE AND OUTSIDE RADIUS TO BE 2" - TYPICAL.
4. BACKGROUND TO "SPLIT" BETWEEN LETTERS ONLY WHEN DISTANCE EXCEEDS 8".

01

TYPICAL ELEVATION AT SIGNAGE

EXHIBIT "C-1"

TENANT SIGNAGE LOCATION (SEE ARTICLE 31(D))

[see attached]

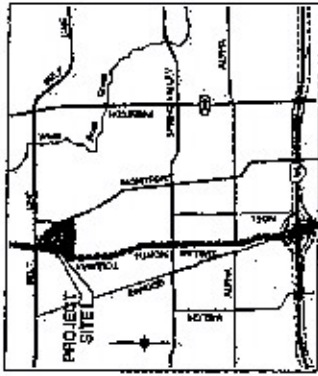


EXHIBIT C-1
TENANT SIGNAGE LOCATION
Job # 04071
EPA/NEPA U-40-000
Date: 12/11/08
Drawn by: JGP

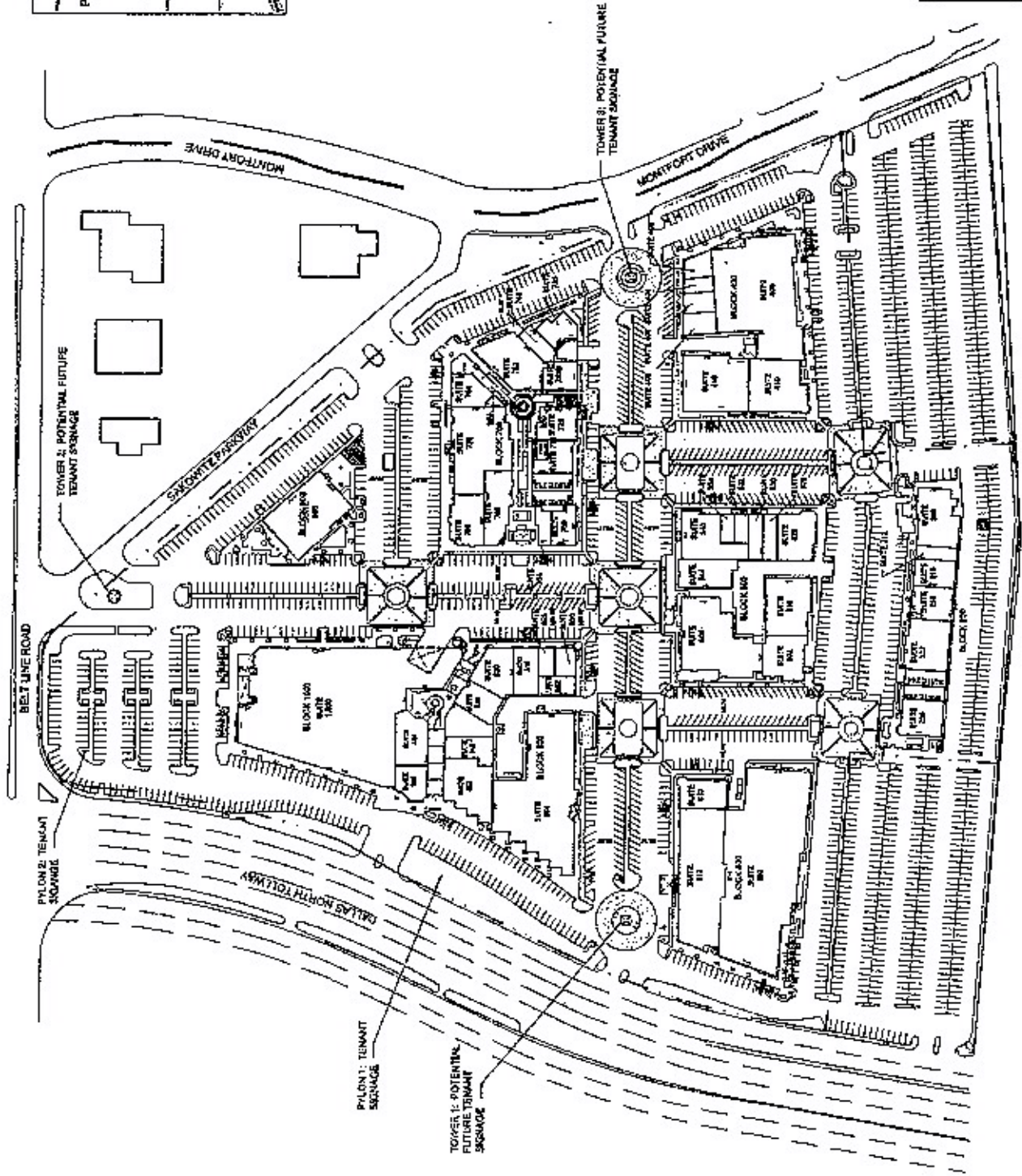


EXHIBIT "D"

SHOPPING CENTER RULES AND REGULATIONS

Tenant agrees as follows:

A. All garbage, trash, rubbish and refuse shall be kept in sanitary and closed containers, approved by Landlord, so as not to be visible to the public. If Landlord arranges for installation of garbage compactors for containers, for the use of tenants of the Shopping Center, then Tenant shall cause its garbage and refuse to be taken to such compactors or containers, provided the compactors or containers are within fifty (50) feet from the Premises, immediately prior to the close of business each day. The cost of this service shall be included as part of the Common Area Costs.

B. Plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown therein, nor shall Tenant install or cause to be installed any automatic garbage disposal devices or equipment.

C. Tenant shall not burn trash or garbage in or about the Premises or the Shopping Center.

D. Tenant and Tenant's employees and agents shall not solicit business in the parking areas of any other portion of the Common Areas of the Shopping Center, nor shall Tenant distribute any hand bills or other advertising matter in the parking areas or any other portion of the Common Areas of the Shopping Center. Tenant employees will not unduly burden the parking areas in any way other than the normal course of their lease operations.

E. Tenant shall keep the Premises at all times at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

F. Tenant shall not use or permit the use of any portion of the Premises as living or sleeping quarters for Tenant, employees, agents or any other persons.

G. No load will be placed on any floor in the Premises which exceeds the floor load per square foot which such floor area was designed to carry.

H. No live animals will be kept on or within the Premises, unless the provisions hereof with respect to use of the Premises shall expressly permit live animals within the Premises.

I. Tenant shall maintain fire extinguishers of the type and in such locations as may be required by law.

J. Tenant, and its employees shall park no more than one (1) vehicle in the designated employee parking area during the normal center business operations hours. The blocking off or designated of tenant spaces is prohibited. Tenant understands that Landlord may utilize any remedies allowed under laws to enforce the parking requirements.

These Rules and Regulations shall not be amended or changed without prior written notice from Landlord.

EXHIBIT "E"

FORM OF SNDA

[Form of SNDA to be agreed and attached]

Exhibit "E"

WHEN RECORDED RETURN TO:



space above for recorder's use

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT (the "Agreement") is made as of _____, 2010, between _____ ("Tenant"), _____ a _____ ("Landlord" or "Borrower"), and _____ (hereinafter "Lender").

Recitals of Fact

A. Tenant is the tenant under a lease dated _____, 2010 (the "Lease") by and between Tenant, as lessee, and Landlord, as lessor, for certain premises more particularly described in the Lease (the "Premises") located on the property legally described on Exhibit "A" (the "Property").

B. Lender is the owner and holder of a loan made by _____, a _____ to Borrower (the "Loan"), later assumed by Borrower, which is evidenced by a Promissory Note (the "Note") from Borrower to Lender and secured in part by a Deed of Trust and Security Agreement recorded in Volume _____, Page _____, Official Public Records of Dallas County, Texas (which is herein called the "Security Instrument"). The Security Instrument, the Note and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Borrower or others in connection with or related to the Loan including any assignments of leases and rents, other assignments, security agreements, financing statements, guarantys, indemnity agreements (including environmental indemnity agreements), letters of credit, or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the "Loan Documents".

C. Lender, Landlord and Tenant desire to enter into this Agreement to establish certain rights, safeguards and obligations with respect to their interests and provide further for various contingencies as hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree and covenant as follows:

1. **Warranties and Representations.** Tenant represents and warrants to Lender that (a) the Lease is in full force and effect, (b) Tenant is not in default thereunder, past any permitted grace or cure period in the Lease, (c) Landlord is not in default thereunder, past any permitted grace or cure period in the Lease, and (d) Tenant has not previously subordinated the Lease to any other security instrument or lien on the Property..
2. **Subordination.** Tenant hereby subordinates its interest in the Lease and all of its right, title and interest in and to the leasehold estate created thereby, to the liens, terms, covenants, provisions and conditions of the Security Instrument and the other Loan Documents and to all present or future advances under the obligations secured thereby. The interests subordinated hereby include without limitation any and all provisions of the Lease, including any extension or renewal rights, options to purchase, rights of first refusal, and other such rights.
3. **Non-Disturbance.** Notwithstanding the subordination agreement contained above, Lender agrees that, so long as (i) the Lease remains in full force and effect (including the duration of any properly exercised extension or renewal provisions therein), (ii) Tenant remains in full compliance with the terms of the Lease, beyond any cure period provided therein, and (iii) Tenant is not in default under this Agreement, then:
 - (a) Lender shall not diminish or interfere with Tenant's possession of the Premises, and Tenant's rights and privileges under the Lease shall not be diminished or be the subject of any interference by Lender;
 - (b) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Security Instrument or to enforce any rights or remedies of Lender under the Security Instrument which would terminate or extinguish the Lease or Tenant's leasehold interest in and estate under the Lease; and
 - (c) Tenant shall be entitled to continue the quiet use and enjoyment of the Premises for the duration of the Lease Term, as it may be extended from time-to-time, subject to the other terms and provisions of this Agreement and subject to the terms and provisions of the Lease (and to the extent of any conflict, the terms and provisions of this Agreement shall prevail).

Notwithstanding the foregoing provisions, Lender may name or join Tenant as a party in a foreclosure proceeding with respect to the Security Instrument if under the laws of the state where the Property is located it is procedurally necessary or desirable to do so, but in such event Lender shall in no way diminish or otherwise affect the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement.

4. **Attornment.** If Lender or any other party that succeeds to the interest of Landlord under the Lease in any manner ("**Successor Landlord**"), including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance (a "**Succession**"), Tenant will attorn to and be bound to Successor Landlord upon Succession and will recognize any Successor Landlord as the landlord under the Lease. The Lease shall continue in full force and effect as a direct lease, in accordance with its terms, except as provided in this Agreement. Such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

5. **Limitation on Successor Landlord's Liability.** Upon any Succession, unless the Successor Landlord immediately following the Succession is a "Related Successor Landlord" (as defined below), Successor Landlord shall not be (a) liable for any act or omission of the Landlord under said Lease, (b) subject to any offsets or defenses which Tenant may have against the Landlord arising or occurring prior to the Succession, (c) bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month [by way of clarification, the 'Advance Rent' under the Lease is not a payment for more than the current month, and is not within the scope of this clause (c)], (d) bound by any amendment or modification of the Lease that would reduce or shorten any economic obligations of Tenant under the Lease or materially impair Landlord's rights under the Lease made without Lender's prior written consent; provided, however, Successor Landlord shall not be bound by any amendment or modification unless Lender receives a fully executed copy of such amendment or modification within ten (10) business days after execution, (e) liable for any security deposit paid by Tenant to Landlord unless such deposit is delivered to Lender or Successor Landlord, (f) liable for or obligated to pay for repairs, replacements, damages or allowances not made, performed or paid by the Landlord if such performance or payment was due prior to the Succession except for the Allowance (as defined in the Lease), or (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession. Any reference to Landlord includes all prior landlords under the Lease. (A "Related Successor Landlord" is an entity that controls, is controlled by or is under common control with the Landlord entity owning the Property immediately prior to the Succession.) Successor Landlord (unless it is a Related Successor Landlord) shall not be liable for the performance of the obligations of the Landlord under the Lease, except for those obligations which arise during the period of Successor Landlord's ownership of the Premises and for "**Continuing Defaults**" (as defined below). In the case of a casualty or condemnation repair obligation, Successor Landlord must receive the insurance or condemnation proceeds as a condition precedent to Successor Landlord's repair obligation under the Lease.

A "**Continuing Default**" is defined as a non-monetary default by Landlord under the Lease that began prior to Succession, is ongoing and continuing following Succession, is susceptible to being cured, and for which Tenant delivered Lender written notice as required in Section 7 below prior to Succession. Successor Landlord shall only have liability for actual damages (not consequential or special damages) that arise after Succession as a result of its failure to cure a Continuing Default.

6. **Rent Payment.** Immediately upon written notice to Tenant (a) that Lender is exercising its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Successor Landlord's succeeding to the Landlord's interest under the Lease, Tenant agrees to pay all rents due under the Lease directly to Successor Landlord in accordance with the Lease.
7. **Lender Cure Rights.** Tenant will notify Lender in writing of any default by Landlord under the Lease that would entitle Tenant to cancel or terminate the Lease or abate the rents payable thereunder. Lender shall have thirty (30) days beyond the curative period available to Landlord under the Lease to cure the default by Landlord. Except to the extent expressly set forth herein regarding a Continuing Default, Lender has no obligation to cure any default by Landlord and shall have no liability for not curing any default.
8. **Exculpation of Successor Landlord.** Notwithstanding anything to the contrary in this Agreement or the Lease, Tenant shall look exclusively to Successor Landlord's interest in the Property or any proceeds from the disposition thereof, any rents or profits derived from the Property, or any insurance or condemnation proceeds related thereto, for the satisfaction of Tenant's remedies (including, without limitation, any indemnities in favor of Tenant) in the event of default by Successor Landlord as landlord under the Lease or any payment or discharge of any money judgment in favor of Tenant against Successor Landlord with respect to the Lease.
9. **Notices.** Any notice required or permitted to be given hereunder must be in writing and given (a) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; (c) by transmitting a facsimile copy to the correct facsimile phone number of the intended recipient; or (d) by depositing the same into the custody of a nationally recognized overnight delivery service addressed to the party to be notified. In the event of mailing, notices shall be deemed effective three (3) days after posting;

in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service or facsimile transmissions, notices shall be deemed effective when delivered. For purposes of notice, the addresses of the parties shall be as follows:

If to Lender, to:

Fax: () _____
Re: Loan No. _____

With a Copy for Lender to:

Fax: () _____
Re: Loan No. _____

If to Borrower, to:

Fax: () _____

With a copy for Borrower to:

Fax: () _____

If to Tenant, to:

Fax: () _____

With a copy for Tenant to:

Fax: () _____

From time to time either party may designate another or additional addresses for all purposes of this Agreement by giving the other party no less than ten (10) days' advance notice of such change of address in accordance with the notice provisions hereof.

10. **Notice Under Lease.** If the Lease entitles Tenant to notice of the existence of any Security Instrument and the identity of any lender, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and this Lender.
11. **Limitation of Liability.** Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, unless specifically set forth herein.
12. **Miscellaneous.** This Agreement may not be modified or terminated orally. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. The term "Lender" shall mean the holder of any interest in the Security Instrument, from time to time. The term "Landlord" shall mean the holder of the lessor's interest in the Lease, from time to time. The term "person" shall mean any individual, joint venture, corporation, partnership, trust, unincorporated association or other entity. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement.
13. **WAIVER OF JURY TRIAL.** BORROWER, TENANT AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR

HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, TENANT AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER, TENANT AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

[Remainder of page is blank; signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as the day and year first stated above.

Tenant:

a _____

By: _____

Borrower:

a _____

By: _____
a _____

By: _____
Name: _____
Title: _____

Lender:

a _____

By: _____
Its: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, appeared _____ to me personally known, who being by me duly sworn, did say that s/he is the _____ [president] [vice president] [general partner] [manager] [managing member] of _____, a _____ [corporation] [general] [limited] [partnership] [limited liability company] [, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation] and that the said instrument was signed [and sealed] on behalf of said _____ [corporation] [general] [limited] [partnership] [limited liability company] by authority of its [board of directors][members], and said _____, [acting as the general partner of said partnership] acknowledged said instrument to be the free act and deed of said _____ [corporation] [general] [limited] [partnership] [limited liability company].

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public in and for
said County and State

Print Notary's Name: _____

My Commission Expires:

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, appeared _____ to me personally known, who being by me duly sworn, did say that s/he is the _____ [president] [vice president] [general partner] [manager] [managing member] of _____, a _____ [corporation] [general] [limited] [partnership] [limited liability company] [, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation] and that the said instrument was signed [and sealed] on behalf of said _____ [corporation] [general] [limited] [partnership] [limited liability company] by authority of its [board of directors][members], and said _____, [acting as the general partner of said partnership] acknowledged said instrument to be the free act and deed of said _____ [corporation] [general] [limited] [partnership] [limited liability company].

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public in and for
said County and State

Print Notary's Name: _____

My Commission Expires:

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, appeared _____ to me personally known, who being by me duly sworn, did say that s/he is the _____ [president] [vice president] [general partner] [manager] [managing member] of _____, a _____ [corporation] [general] [limited] [partnership] [limited liability company] [, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation] and that the said instrument was signed [and sealed] on behalf of said _____ [corporation] [general] [limited] [partnership] [limited liability company] by authority of its [board of directors][members], and said _____, [acting as the general partner of said partnership] acknowledged said instrument to be the free act and deed of said _____ [corporation] [general] [limited] [partnership] [limited liability company].

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public in and for
said County and State

Print Notary's Name: _____

My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION

Tract 1: Fee simple estate to Lot 2A, Village on the Parkway, an Addition to the Town of Addison, Dallas County, Texas, according to the amended replat thereof recorded in Volume 2001019, Page 914, Map Records of Dallas County, Texas.

Tracts 2 and 3: Easement estates as provided in Special Warranty Deed recorded as Instrument Number 20070257239, Official Public Records of Dallas County, Texas.

Tract 4: Leasehold estate pertaining to Lots 1A and 1B, Village on the Parkway, an Addition to the Town of Addison, Dallas County, Texas, according to the amended replat thereof recorded in Volume 2001019, Page 914, Map Records of Dallas County, Texas.

EXHIBIT "F"

FORM OF MEMORANDUM OF LEASE

[see attached]

EXHIBIT "F"

**NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY
REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT
THAT TRANSFERS AN INTEREST IN REAL PROPERTY
BEFORE IT IS FILED FOR RECORD IN THE
PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER.**

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memo"), dated as of _____, 2009 ("Effective Date"), is by and between G & I V VOF, LP, a Delaware limited partnership ("Landlord"), and TOWN OF ADDISON, an incorporated Texas municipality ("Tenant").

Landlord and Tenant have executed a Shopping Center Lease (the "Lease") for Suites 400 and 430 (jointly, the "Premises") located at Village on the Parkway, Addison, Dallas County, Texas ("Shopping Center"). The portion of the Shopping Center which is owned (but not ground leased) by Landlord is further described in Exhibit A attached hereto.

The Premises are depicted in the site plan attached hereto as Exhibit B.

The Lease is now in effect and has a primary term continuing until _____, 2021, subject to two (2) five (5) year extension options.

This Memo binds and benefits, as applicable, but subject in all events to the Lease, the successors and assigns of Landlord and Tenant. All covenants, conditions and agreements contained in the Lease shall be deemed to be covenants running with the land.

This Memo is executed solely for the purpose of recording in the Official Public Records of Dallas County, Texas, and is subject in all respects to the rest and other terms, provisions, conditions and covenants of the Lease. This Memo does not alter any provisions of the Lease. In the event of conflict, the provisions and terms of the Lease shall fully govern all of such conflicts.

[the remainder of this page is blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memo as of the Effective Date.

TOWN OF ADDISON,
an incorporated Texas municipality ("Tenant")

By: _____
Ron Whitehead, City Manager

G & I V VOP LP,
a Delaware limited partnership ("Landlord")

By: G & I V Investment GP, LLC,
a Delaware limited liability Company
its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2009, by Ron Whitehead, City Manager of Town of Addison, an incorporated Texas municipality, on behalf of said municipality.

Texas Notary Public

Notary's Printed Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2009, by _____, the _____ of G & I V Investment GP, LLC, a Delaware limited liability company, the general partner of G & I V VOP LP, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public

Notary's Printed Name: _____
My Commission Expires: _____

After Recordation. Return to:
Stuart A. Lantin, Esq.
Higier Allen Lantin, PC
5057 Keller Springs Road, Suite 600
Addison Texas 75001

EXHIBIT A - LEGAL DESCRIPTION

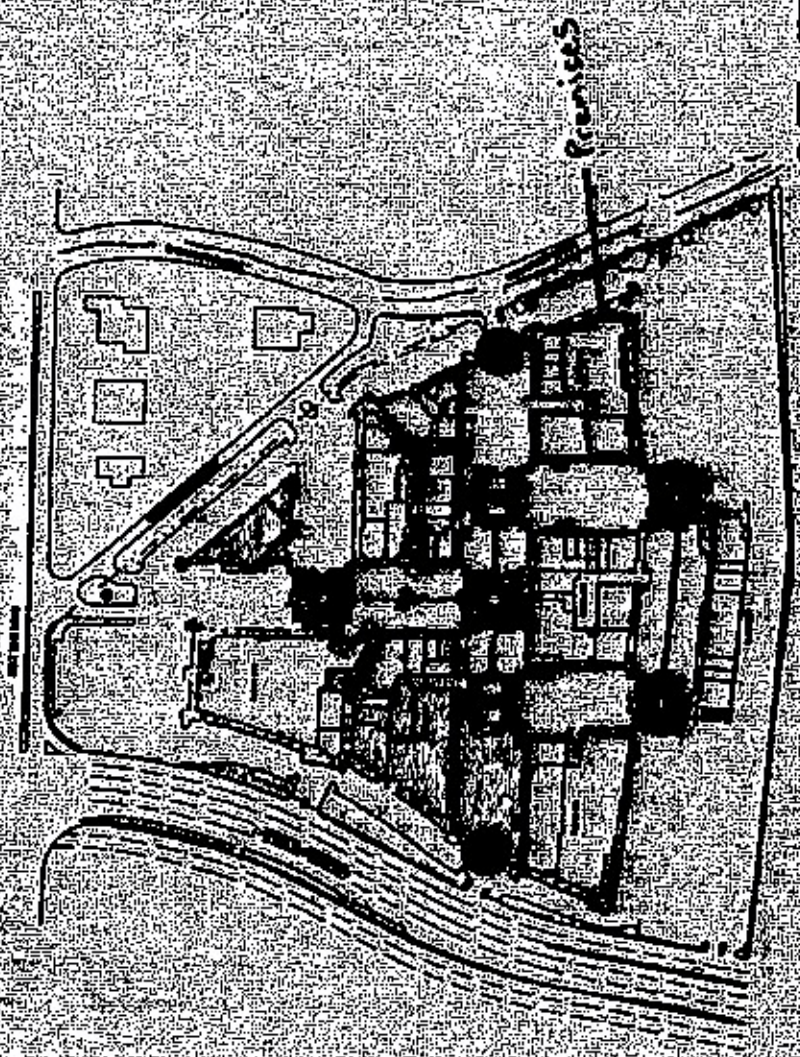
Exhibit A
Property Description

Tract 1: Fee simple estate to Lot 2A, Village on the Parkway, and Addition to the Town of Addison, Dallas County, Texas, according to the amended replat thereof recorded in Volume 2001019, Page 914, Map Records, Dallas County, Texas.

Tract 2 and Tract 3: Easement estates as provided in Special Warranty Deed recorded as Instrument Number 20070257239, Official Public Records, Dallas County, Texas.

Tract 4: Leasehold estate pertaining to Lots 1A and 1B, Village on the Parkway, an Addition to the Town of Addison, Dallas County, Texas, according to the amended replat thereof recorded in Volume 2001019, Page 914, Map Records, Dallas County, Texas.

EXHIBIT B - SITE PLAN



Prunice

Village
ON THE RAILWAY

STATION



EXHIBIT "G"

LIST OF EXISTING LENDERS AND LESSORS

1. Wells Fargo Bank, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through certificates, Series 2004-C4;
2. ATV Partners, Ltd.;
3. Tuna Capital L.P., as assigned to Compass Bank pursuant to that certain Collateral Assignment of Note and Liens dated as of December 23, 2003; and
4. VOP BELTLINE LIMITED PARTNERSHIP.

EXHIBIT "H"

TERM COMMENCEMENT AGREEMENT

This Term Commencement Agreement is made as of _____, 2009 with reference to that certain Shopping Center Lease, dated _____ ("Lease"), by and between G&I V VOP, LP, a Delaware limited partnership ("Landlord") and TOWN OF ADDISON, an incorporated Texas municipality ("Tenant") for premises located at 5100 Beltline Road, Suites 400 and 430, Dallas, TX 75254 ("Premises"), as more particularly described in the Lease.

For purposes of confirming certain fundamental terms of the Lease, Landlord and Tenant hereby acknowledge that:

1. Landlord tendered delivery of the Premises of 26,513 square feet.
2. Tenant opened for business at the Premises on _____.
3. The Lease Commencement Date of the Lease occurred on _____, 2009.
4. The Rent Commencement Date and Tenant's obligation to pay Base Rent, Additional Rent and any other charges accruing under the Lease commenced on _____, 2009.
5. The Lease Term will expire on _____, 2021; subject, however, to the exercise by Tenant of any early termination rights under the Lease and/or any rights under the Lease to extend or renew the Term thereof.
6. Tenant has two (2) options to extend the Term of the Lease for five (5) years each, the first of which must be exercised, if at all, no later than _____, and the second of which must be exercised, if at all, no later than _____.

[Signatures on following page]

TOWN OF ADDISON,
an incorporated Texas municipality

a _____

By: _____
Name: _____
Title: _____

LANDLORD:

G & I V VOP LP,
a Delaware limited partnership

By: **G & I V Investment GP, LLC,**
a Delaware limited liability Company
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT "T"

MEETING RULES AND REGULATIONS (SEE ARTICLE 1(M)(xv))

[see attached]

Exhibit I

Meeting Rules and Regulations – Lease Article 1(M)(xv)

All meetings, functions, events, and activities of any kind or nature whatsoever that are pursuant to Lease Article 1(M)(xv) shall be in compliance with all aspects of this Exhibit I.

Section 1. Subject to the compliance with provisions of this Exhibit I, solely the following meetings, functions and events are permitted, and are further subject to the rules, limitations and restrictions set forth (permitted meetings, functions and events being, collectively, the "Exhibit I Uses", and individually each being an "Exhibit I Use"):

(a) Corporate and business organization events only. Events related to political, religious, union organizing, or public policy (except solely and exclusively as a Town of Addison official function), or similar groups or topics are not permitted. Other civic groups are permitted.

(b) Book signings, lectures and seminars, but only if they do not relate to political, religious, union organizing, public policy, or similar groups or topics.

(c) Auctions, but only if they are incidental to a special not-for-profit fundraising event which is otherwise permitted.

(d) Trade shows, electronics shows, computer shows, home shows, camera shows, and/or educational exhibitions, if by or involving for-profit entities, and/or similar shows or exhibitions [but this Exhibit I shall not apply to antique shows, craft shows, and flower and garden shows, as they are governed by Article 1(M)(xiii) of the Lease]:

(i) but such use shall not exceed:

(A) a maximum of twenty-four (24) days in any calendar year for all (collective total) such shows or exhibitions (combined), nor

(B) a maximum of six (6) occasions in any calendar year (an 'occasion' is defined for this purpose as a single day or any number of consecutive days; thus, a one-day event, an event of three consecutive days, an event of six consecutive days, etc., each is an 'occasion' for this purpose),

and, further, (ii) no such show or exhibition shall include more than 100 attendees at any time.

The Exhibit I Uses shall not be the primary use over a calendar year of any portion or space within the Premises.

Tenant's contracts and agreements for Exhibit I Uses will provide (and Tenant will use good faith efforts to enforce such provisions) that, if an entity (other than Tenant or its sublessee) renting all or a portion of the Premises includes a food and/or beverage service component in its program having a total contract value of \$500 or more, then (x) such entity shall include all restaurants and/or catering entities operating food service operation in the Shopping Center (each a "Shopping Center Vendor") and offering a menu selection meeting the entity's requirements among the bidders for its food/beverage service, and (y) if such entity selects and uses a Shopping Center Vendor, then Tenant shall give the entity a twenty percent

(20%) discount on the rental cost of the Premises. Landlord shall, upon request from time to time, provide a list of Shopping Center Vendors to Tenant.

In connection with the Exhibit I Uses, holiday parties, any sort of private social event, and similar events are not permitted. (The term 'parties' shall be construed broadly, to include any event of any nature. It is used because it is often used in referring to such terms, but is not meant to distinguish or exclude other types of events.)

Attendees (including those servicing the Exhibit I Use) of an Exhibit I Use shall park in the Excess Parking area.

Tenant shall not be required to seek advance approval or to provide advance notice to Landlord of any Exhibit I Use that is strictly and completely within every and all of the above criteria.

Any Exhibit I Use that is not strictly and completely within every and all of the above criteria shall be subject to Landlord's good faith evaluation, which may include, without limitation, considerations such as Landlord's good faith judgment as to uses that typically promote and improve a good quality shopping center, whether a use or event might detract from or interfere with good quality shopping center operation or detract from the shopping center's appeal to tenants and their customers, seasonality and other factors influencing operation of the shopping center at particular times, and shall not be permitted unless Landlord so elects in writing as to such specific Exhibit I Use and such particular occasion. The parties specifically stipulate and acknowledge that Landlord is a private entity and that no rules, procedures, regulations, criteria, precedents, or past or future conduct or decisions (collectively, "Factors") shall apply to Landlord, except solely to the extent generally applicable to landlords in their general conduct and to their relations with typical private party tenants. The fact that Tenant is (and/or those claiming by, through or under it are), or may be, from time to time, governmental, quasi-governmental or nonprofit entities shall not cause any Factors to apply to Landlord.

Landlord may, upon written notice to Tenant, modify these Exhibit I rules and regulations from time to time as advisable in the good faith opinion of Landlord's legal advisor(s) in order to avoid or mitigate claims that the Shopping Center or any part of it is subject to rights of access for public assembly, free speech, picketing, organization, demonstrations, or any similar activity.

Upon Landlord's reasonable request from time to time, Tenant shall make available to Landlord all information concerning all of the above criteria for past and/or future uses, for Landlord's inspection and/or copying.

Section 2. At any times and from time to time, in its sole and absolute discretion, Landlord may enter into a lease or occupancy agreement (including without limitation by amending a lease or occupancy agreement of an existing tenant) permitting such tenant to operate as a banquet hall, dining facility and/or catering service. At such time (or any time when such a lease or occupancy agreement exists), Landlord may send notice to Tenant ("Exhibit I-2 Notice"). Commencing one hundred twenty (120) days after Tenant receives an I-2 Notice, then and thereafter the following additional rules and regulations shall apply to all Exhibit I Uses, in addition to the already-existing restrictions set forth in Section 1 of this Exhibit I. These rules and regulations shall, without limitation, be applicable even if such rules and regulations cause an Exhibit I Use to be restricted or prohibited which previously had not been restricted or prohibited and/or had been actually conducted at the Premises.

(a) An Exhibit I Use shall not be open generally to the public, whether by 'open invitation', free reservations, or purchased ticket;

(b) An Exhibit I Use shall not be made available for use to the general public or to any group, 'upon request', and shall not be advertised in any commercial medium (e.g., *The Dallas Morning News* or other newspaper or magazine, radio, television, etc.);

(c) An Exhibit I Use shall be operated by direct employees of Tenant, not subcontractors (except that food preparation and beverages may be provided by third parties). Managing staff compensation may not be related to frequency of use or volume of business.

(d) Payment (if any) for an Exhibit I Use shall be only by a single corporate entity making the reservation. There shall be no payment by multiple parties for a single event. There shall be no purchase 'by the drink, by the menu item, etc.' by individuals. As examples, no individuals arriving and making personal selections from a menu at different prices; and no cash bar selling beverages.

Section 3. (a) Subject to the provisions of subsection (b) of this Section, in addition, Tenant shall be bound by and observe, as to Exhibit I Uses only, all use protections and use protections granted by Landlord from time to time in favor of other restaurant, catering, banqueting, food or food service and/or beverage or beverage service tenants or occupants in the shopping center, **even if such protections and restrictions cause an Exhibit I Use to be restricted or prohibited which previously had not been restricted or prohibited, and/or had been actually conducted at the Premises, and/or would otherwise be permitted under this Exhibit I.**

(b) Tenant shall be bound by and observe such use protections commencing one hundred twenty (120) days after receipt (from time to time) by Tenant of written notice from Landlord specifically identifying the then-use protection ("Use Protection Notice"), which notice shall include a copy of the use protection and those portions of any agreement or other arrangement clearly establishing that the use protection is a part of an enforceable agreement binding Landlord (the signature page shall be deemed sufficient, accompanied by certification by an authorized officer of Landlord or its property manager to be true and correct).