

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R09-023

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS APPROVING, SUBJECT TO CERTAIN CONDITIONS, A SUBLEASE BETWEEN THE TOWN, AS SUBLANDLORD, AND THE METROCREST CHAMBER OF COMMERCE, AS SUBTENANT, OF CERTAIN SPACE LOCATED WITHIN THE VILLAGE ON THE PARKWAY SHOPPING CENTER WITHIN THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBLEASE ON BEHALF OF THE TOWN, SUBJECT TO CERTAIN CONDITIONS; 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 desires to enter into that certain Shopping Center Lease between the City, as tenant, and G & I V VOP, LP, a Delaware Limited Partnership ("Landlord"), as landlord, a copy of which is attached to this Resolution as Exhibit B and incorporated herein for all purposes (the "Lease"), by which the City will lease from the landlord certain space located within the City at the Village on the Parkway shopping center and as described in the Lease (the "Lease Premises"), which Lease Premises may and/or will be used for visitor information center purposes and other uses and purposes as set forth in the Lease; and

WHEREAS, the City desires to sublease a portion (the "Sublease Premises") of the Lease Premises to Metrocrest Chamber of Commerce, a Texas non-profit corporation (the "Metrocrest Chamber"), pursuant to that Sublease Agreement between the City and the Metrocrest Chamber Guild (the "Sublease"), a copy of which is attached hereto as Exhibit A, for the purposes set forth in the Sublease; and

WHEREAS, the Sublease and the use of the Sublease Premises by the Metrocrest Chamber pursuant to the Sublease will attract visitors to the City and to the Lease Premises, will promote tourism and the convention and hotel industry, will benefit, promote and stimulate economic and business activity within the City, serves a public purpose, and the consideration to be paid by Subtenant under the Sublease, together with other benefits to be received by the City in connection with the Sublease, is or approximates fair market value and is adequate consideration accruing to the City for the Sublease of the Sublease Premises; and

WHEREAS, the City Council does hereby find that the Sublease is in the best interest of and beneficial to the City and its welfare.

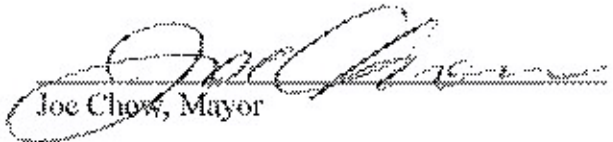
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Sublease Agreement, by and between the Town of Addison, as Sublandlord, and Metrocrest Chamber of Commerce, a Texas non-profit corporation, as Subtenant, a copy of which is attached to this Resolution as Exhibit A and incorporated herein for all purposes (the "Sublease"), is approved, subject, however, to the final execution of the Lease (as defined in the premises above) by Landlord (as defined in the premises above) and the City. Subject to such final execution of the Lease, the City Manager is authorized to execute the Sublease on behalf of the City and to take such further acts as may be necessary in connection with the execution of the same. If the Lease is not so finally executed, the Sublease shall not be approved and the City Manager shall have no authority to execute the Sublease on behalf of the City.

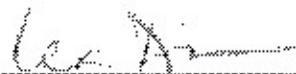
Section 2. The above and foregoing recitals and premises to this Resolution are true and correct and are incorporated into and made a part of this Resolution for all purposes.

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

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into effective this 15th day of December, 2010 ("Sublease Effective Date"), by and among the TOWN OF ADDISON, TEXAS, an incorporated Texas municipality ("Sublandlord"), and METROCREST CHAMBER OF COMMERCE, a Texas non-profit corporation ("Subtenant") (Sublandlord and Subtenant may sometimes hereinafter be collectively referred to as the "Parties").

RECITALS

A. G & I V VOP, LP, a Delaware limited partnership ("Prime Landlord") and Sublandlord anticipate executing a Shopping Center Lease ("Prime Lease") which will be substantially similar to the copy attached hereto as Exhibit A, pursuant to which Sublandlord will lease from Prime Landlord premises described in the Prime Lease as Space A, identified as Space 400 consisting of approximately 19,878 square feet ("Space A"), and Space B, identified as Space 430 consisting of approximately 6,635 square feet ("Space B") (collectively, the "Premises"), situated in Village on the Parkway, Addison, Dallas County, Texas ("Shopping Center" (as such term is defined in the Prime Lease)).

B. Sublandlord desires to sublease a portion of Space B to Subtenant, and Subtenant desires to sublease such portion of Space B from Sublandlord, upon the terms and subject to the conditions set forth in this Sublease, and subject to the provisions of the Prime Lease, as same may be amended from time to time.

PROVISIONS

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. Subtenant and Sublandlord acknowledge the above Recitals to this Sublease are correct, and the same are incorporated by reference into this Sublease.
2. Sublease Premises. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, a portion of Space B demised under the Prime Lease, which the Parties stipulate to contain approximately 2,225 square feet of space, which portion is more particularly described and shown on Exhibit B attached hereto and incorporated herein by this reference ("Sublease Premises"). Subtenant may only use the Sublease Premise for general office purposes of Subtenant, and for no other purpose or use whatsoever without the prior written consent of Sublandlord.
3. Term. The initial term of this Sublease shall commence on the earlier to occur of: (i) the date that Subtenant opens for business in the Sublease Premises; or (ii) 30 days after the date the Sublandlord Improvements have been substantially completed (as set forth in Article 9(a)(ii), below) ("Commencement Date"), and subject to the earlier termination hereof, continue for 60 full months ("60 Month Period") thereafter ("Expiration Date"). If the Commencement Date does not coincide with the 1st day of the month, the Term shall include the number of days that elapses between the Commencement Date and the end of the month in which the Commencement Date occurs (the "Prorated Month"), and continue thereafter for the 60 Month Period (the period of time from the Commencement Date through the Expiration Date is defined as the "Term"), unless sooner terminated as provided hereunder. For example, if the Commencement Date is February 15, the Term would include the period of time from February 15 through the end of February (the Prorated Month), and then continue for the 60 Month Period (subject to earlier termination as provided in this Sublease).

4. Rent.

(a) Base Rent. Base Rent under this Sublease shall be payable commencing upon the Commencement Date and continuing through the Term. Subtenant shall pay Base Rent to Sublandlord as follows:

(i) Commencing on the Commencement Date and continuing through and including the end of the 24th month following the Commencement Date plus the amount of days in the Pro-rated Month, Base Rent shall be payable in the amount of \$2,225.00 per month.

(ii) Commencing on the day following the last day of the period described in Article 4(a)(i) and continuing through and including the Expiration Date, Base Rent shall be payable in the amount of \$2,410.42 per month.

(iii) Notwithstanding the foregoing: (a) Subtenant may elect, by written notice to Sublandlord to be received by Sublandlord not later than the Commencement Date, to defer the payment of Rent (hereafter defined) for the first six months of the Term plus the Pro-rated Month (the total deferral is referred to herein as the "Deferred Amount"), and then repay such Deferred Amount to Sublandlord over the remainder of the Term on the same dates that each installment of Base Rent is due, by equally amortizing the Deferred Amount over the remaining number of months within the Term, without interest or penalty (and the Deferred Amount shall constitute Additional Rent); and (b) Sublandlord agrees to discount Base Rent and allocate such discounts equitably over the Term, if Sublandlord receives Base Rent discounts from Prime Landlord pursuant to the Prime Lease ("Discounts").

For the purposes of this Sublease, each of the rent payments described in Article 4(a) may sometimes hereinafter be collectively referred to as "Base Rent." Each monthly installment of Base Rent and each monthly payment of all Additional Rent (hereafter defined) shall be payable in advance on the first day of each calendar month without notice or demand and without set-off, deduction, or abatement. In the event the Commencement Date is other than the first day of a calendar month, then Base Rent for such fractional month shall be prorated by multiplying the then applicable Base Rent by a fraction, the numerator of which is the number of days in the fractional month (beginning with and including the Commencement Date, and ending with and including the last day of the month) and the denominator of which is the total number of days in such fractional month.

(b) Additional Rent. In addition to Base Rent, commencing on the Commencement Date, Subtenant shall pay each month to Sublandlord as additional rent hereunder (collectively, the "Additional Rent"):

(i) a pro rata share of all Tax Rent, Insurance Rent, Tenant's Contribution to Landlord's Common Area Costs, Marketing Fund payments, and such other rent, payments and expenses/costs as Sublandlord is or may be required to pay under and as set forth in the Prime Lease (collectively referred to as "Subtenant OPEX"). The amount of all Tax Rent, Insurance Rent, Tenant's Contribution to Landlord's Common Area Costs, Marketing Fund payments, and such other rent, payments and expenses/costs, as Sublandlord is required to pay under the Prime Lease (collectively referred to as "Sublandlord Expense") was estimated to be approximately \$7.55 per square foot of rentable area within the Shopping Center for the year 2010;

(ii) all additional charges, costs or expenses due and owing under this Sublease, which additional charges, costs or expenses shall include, without limitation, (A) a pro rata share (based on Pro Rata Fraction as defined herein) of Sublandlord's electricity charge and all other utility charges Sublandlord is or may be required to pay under and as set forth in the Prime Lease, (B) costs and

6. Prime Lease.

(a) Sublease Subordinate to Prime Lease; Terms; Subject to Law. This Sublease is subject and subordinate to the Prime Lease and to all other matters and interests to which the Prime Lease is or shall be subordinate. Sublandlord may elect to terminate this Sublease at any time on and after 20 days following the Sublease Effective Date by issuance of written notice thereof to Subtenant, if the Prime Lease has not been fully executed within such 20-day period. In such event, the following shall occur: (i) this Sublease shall immediately terminate; (ii) Subtenant shall immediately vacate the Sublease Premises if it has already taken possession thereof; and (iii) Sublandlord and Subtenant shall have no further liability under this Sublease.

Further and as provided in Article 16.D. of the Prime Lease, this Sublease is subject to Sublandlord's receipt of SNDAs (as defined in the Prime Lease) from each Existing Lender or Lessor (as defined in the Prime Lease) within 30 days from the Effective Date (as defined in the Prime Lease), as well as Sublandlord's receipt of SNDAs from all future lenders and ground lessors of Prime Landlord that encumber the Shopping Center. If Sublandlord does not receive such SNDAs within such 30-day period, then Sublandlord may elect to terminate this Sublease at any time within 120 days after the expiration of such 30-day period. If Sublandlord exercises its right of termination, then: (a) Subtenant shall immediately vacate the Sublease Premises if it has already taken possession thereof; and (b) Sublandlord and Subtenant shall have no further liability under this Sublease.

Subtenant represents and warrants that it has read and is familiar with the terms of the Prime Lease and agrees that no provisions of this Sublease shall be deemed to grant Subtenant any rights greater than those accorded to Sublandlord as Tenant under the Prime Lease. The terms, covenants, and conditions set forth in the Prime Lease are incorporated herein by reference, except to the extent they are inapplicable, modified by or inconsistent with the provisions of this Sublease. Nothing contained in this Sublease shall be construed to create privity of estate or contract between Subtenant and Prime Landlord.

Capitalized terms not otherwise defined in this Sublease shall have the meanings ascribed to such terms in the Prime Lease. This Sublease is subject to all Applicable Laws (as defined in Article 17(d), below).

(b) Description of Parties' Obligations. It is not practical in this Sublease to enumerate and to allocate specifically all of the rights and obligations of the parties under the Prime Lease. Accordingly, in order to afford Subtenant the benefits of this Sublease and those provisions of the Prime Lease which, by their nature, are intended to benefit the party in possession of the Sublease Premises, and in order to protect Sublandlord against a default by Subtenant which might, in turn, cause a default by Sublandlord under the Prime Lease, the Parties agree to the general allocation of rights, duties, obligations and responsibilities set forth in this Article 6. In the event of any conflict between this Sublease and the Prime Lease, the terms and conditions of this Sublease shall control all of such conflicts.

(c) Sublandlord's Obligations. Provided that Subtenant shall timely pay all Rent when due under this Sublease, Sublandlord shall pay, when due, all Base Rent, Additional Rent and other charges payable by Sublandlord to Prime Landlord under the Prime Lease. Further, except as otherwise expressly provided herein and so long as Subtenant is not in default hereunder, Sublandlord (1) shall not, by its act or omission to act, cause a default under the Prime Lease, and (2) shall not, without the prior written approval of Subtenant, which approval shall not be unreasonably withheld, conditioned or delayed, terminate the Prime Lease or amend, revise or waive any provision of the Prime Lease if the foregoing might have a material adverse effect upon Subtenant's use or occupancy of the Sublease Premises.

(d) Subtenant's Obligations. Subtenant agrees that it will not, by its act or omission to act, cause default under the Prime Lease. Further, notwithstanding any provision in this Sublease or the Prime Lease to the contrary, Subtenant shall have no right, power or authority, without the prior written approval of Sublandlord, to materially adversely affect Sublandlord's interests, rights or remedies under the Prime Lease. Except as otherwise expressly provided herein, (1) Subtenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the Prime Lease where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Sublease Premises (e.g., use, maintenance and repair of the Sublease Premises), (2) if applicable, Subtenant shall perform affirmative covenants which are also covenants of Sublandlord under the Prime Lease prior to the date when Sublandlord's performance is required under the Prime Lease, and (3) if Subtenant fails to fulfill its obligations under this Article 6(d) or as otherwise set forth in this Sublease, Sublandlord shall have the right to cure, at Subtenant's sole expense (such expenses of any nature or kind whatsoever being payable to Sublandlord immediately upon demand) any such failure by Subtenant.

(e) Rights to Prime Landlord's Obligations. Subtenant has the right to receive all of the services and benefits with respect to the Sublease Premises which are to be provided by Prime Landlord under the Prime Lease. Notwithstanding the foregoing, Subtenant hereby acknowledges and agrees that: (1) no representation or warranty made by Prime Landlord in the Prime Lease shall be deemed to be a representation or warranty made by Sublandlord to Subtenant hereunder; (2) Sublandlord shall have no duty to perform any obligations of Prime Landlord which are by their nature the obligation of an owner or manager of real property and Subtenant shall look solely to Prime Landlord for the performance thereof, including, without limitation, the provision of services, maintenance, repairs, and compliance with legal requirements; (3) Sublandlord shall have no responsibility for or be liable to Subtenant for any default, failure or delay on the part of Prime Landlord in the performance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default, failure or delay by Prime Landlord affect this Sublease or waive or defer the performance of any of Subtenant's obligations hereunder; and (4) notwithstanding the foregoing provisions of subsection (3), provided that Subtenant pays all costs and expenses of Sublandlord allocable to Sublandlord under the Prime Lease, and indemnifies and holds Sublandlord harmless in connection therewith, Sublandlord shall, upon written notice from Subtenant, reasonably cooperate with Subtenant in obtaining Prime Landlord's performance of its obligations under the Prime Lease.

(f) Additional Prime Landlord Services. If Subtenant requires additional services of Sublandlord and Prime Landlord is obligated in the Prime Lease to furnish those services to Sublandlord, then Subtenant shall pay to Sublandlord all of Prime Landlord's charges for such services within five days after Subtenant's receipt of an invoice therefor. If a charge for such additional services is attributable to the use of such services both by Sublandlord and Subtenant, the cost thereof shall be equitably divided between Sublandlord and Subtenant.

(g) Exclusions of Certain Provisions of Prime Lease: Signage. Notwithstanding any provision herein to the contrary, Subtenant shall not have any rights or obligations under the following provisions of the Prime Lease: (i) renewal rights, (ii) option rights, (iii) Offer (as defined in the Prime Lease) rights, (iv) early termination rights, and (v) signs and signage (provided, however, that with respect to signs and signage, Sublandlord will offer to Subtenant fascia and monument signage if same is offered to Sublandlord, in all events to be paid by Sublandlord and in all events to be subject to the terms of the Prime Lease).

(h) No Assignment, Subletting or Other Transfer by Subtenant. Notwithstanding any provision in this Sublease or the Prime Lease to the contrary, Subtenant shall have no right, power or authority to sell, assign, mortgage, hypothecate, encumber, transfer or otherwise convey any interest of

Prime Landlord or Sublandlord in the Prime Lease, to assign, sell, mortgage, hypothecate, encumber, transfer or otherwise convey Subtenant's interest in this Sublease, or to sublet the Sublease Premises, in whole or in part, by operation of law or otherwise without the prior written consent of Sublandlord. Further, Subtenant shall not permit the Sublease Premises, the Premises or the Shopping Center to become subject to any mechanics', laborers' or materialmen's liens on account of labor or material furnished or claimed to have been furnished to Subtenant for work performed or claimed to have been performed on the Sublease Premises. Sublandlord may, however, assign or otherwise convey or transfer its interest under the Prime Lease as permitted by the terms and conditions thereof, and upon such assignment, conveyance, or transfer, Sublandlord shall be released from all of its covenants and obligations hereunder.

A transfer of the controlling stock (if applicable) or ownership interest in Subtenant or a change in the entity structure of Subtenant shall be deemed an assignment of this Sublease, requiring the prior written consent of Sublandlord. Subtenant shall reimburse Sublandlord for all costs, including without limitation attorney's fees, incurred by Sublandlord in connection with the review, approval, and preparation of documentation related to any requested assignment, sublease, or transfer by Subtenant.

(i) Shortened Time Limits. Time is of the essence of this Sublease. Except as otherwise expressly set forth herein or in the event of an emergency, the time limits contained in the Prime Lease for the giving of notices, making payments or demands or performing of any act, condition or covenant by Sublandlord are hereby changed for the purposes of this Sublease by shortening the same in each instance by two days so that Subtenant shall have a lesser time to perform hereunder than Sublandlord has under the Prime Lease.

(j) Rights Afforded to Sublandlord. Sublandlord shall be entitled to the same access to the Sublease Premises as Prime Landlord has to the Premises pursuant to the Prime Lease and to all other rights and remedies which Prime Landlord has under the Prime Lease with respect to Sublandlord. Accordingly, Subtenant shall not change the locks to the Sublease Premises unless it provides Sublandlord with two (2) sets of copies thereof. Further, wherever the Prime Lease requires the consent of Prime Landlord, the consent of Sublandlord shall also be required.

7. Prime Landlord's Consent to Sublease. This Sublease and the obligations of the Parties may be expressly conditioned upon Prime Landlord's consent hereto in accordance with the Prime Lease. Subtenant agrees to furnish to Sublandlord such information as may be reasonably necessary to obtain such consent, and to enter into such agreements among Prime Landlord, Sublandlord and Subtenant as Prime Landlord may reasonably require. Any delay in Prime Landlord's furnishing such consent shall not postpone or extend the Expiration Date.

8. Default and Remedies.

(a) Subtenant shall be in default of this Sublease if: (1) Subtenant fails to timely pay when due any amounts required to be paid by Subtenant hereunder; (2) Subtenant fails to perform or comply with any other covenant or obligation of this Sublease or the Prime Lease required to be performed by Subtenant or with which Subtenant must comply, and such failure continues uncured for a period of 10 days after written notice thereof to Subtenant; (3) Subtenant is declared insolvent by law, an assignment of Subtenant's property is made for the benefit of creditors, a receiver is appointed for Subtenant or Subtenant's property, or an involuntary petition is filed against Subtenant in bankruptcy which is not dismissed within 30 days of filing; or (4) Subtenant vacates the Sublease Premises for more than 10 consecutive days, not caused by casualty, construction, reconstruction, repair or maintenance.

(b) Prime Landlord Claims. If Prime Landlord shall claim or otherwise allege in writing that a use of, action or inaction involving, or other circumstances concerning, the Sublease Premises is in violation of any provision of the Prime Lease or may become a default under the Prime Lease, then Subtenant shall, promptly after written notice from Sublandlord or Prime Landlord, cease such use or action, or take such action or cause such circumstances to be changed so that the basis or alleged basis for such claim or allegation shall no longer exist. The provisions of this Article 8(b) shall be in addition to Sublandlord's other rights and remedies hereunder, under the Prime Lease, and at law, in equity or otherwise.

(c) Sublandlord Remedies. Upon the occurrence of a default by Subtenant under this Sublease, and in addition to all of the rights and remedies available to Sublandlord pursuant to law, in equity or otherwise: (1) Sublandlord shall have the same rights and remedies with respect to such default by Subtenant as Prime Landlord has with respect to a breach of the Prime Lease; (2) Sublandlord shall have the right to terminate this Sublease to re-enter and repossess the Sublease Premises without prejudice to any remedies for damages, including, without limitation, recovery of accrued unpaid Rent as well as recovery of the accrued, unpaid Deferred Amount and Discounts; and (3) Sublandlord may terminate Subtenant's right to possession of the Sublease Premises without terminating this Sublease or releasing Subtenant from any of its obligations hereunder, including, without limitation, the obligation to pay Rent, the Deferred Amount and Discounts, whereupon the right of Subtenant to possession of the Sublease Premises shall cease. In the event Sublandlord terminates Subtenant's right to possession pursuant to subsection (3), Sublandlord shall have the right to later terminate the Sublease and / or relet the Sublease Premises, and, at Subtenant's cost and expense, change the locks and other entry devices of the Sublease Premises, make repairs, alterations and additions in or to the Sublease Premises, and redecorate the same to the extent deemed necessary by Sublandlord. Subtenant shall pay such costs and expenses on demand, including without limitation brokerage and attorney's fees incurred by Sublandlord. The rights and remedies afforded to Sublandlord pursuant to the Prime Lease and this Sublease, at law or in equity or otherwise, are cumulative and not exclusive. Further, the failure of Sublandlord to insist upon the strict performance of any provision of this Sublease or the Prime Lease, or to exercise any right or remedy hereunder or available at law or in equity or otherwise, shall under no circumstances be construed as a waiver or relinquishment of any provision, right or remedy.

9. As-Is; Subtenant Improvements.

(a) Condition of Sublease Premises. (i) Subtenant acknowledges that it has inspected the Sublease Premises 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, engaged such professionals and inspectors as Subtenant deems prudent with respect to the same, and reviewed and approved the reports prepared by such professionals and inspectors. Consequently, Subtenant accepts the Sublease Premises 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 in their "AS IS, WITH ALL FAULTS" condition existing as of the Sublease Effective Date, but subject to Sublandlord's provision of the Sublandlord Improvements as defined in subarticle 9(a)(ii), below. Except to the extent set forth in subarticle 9(a)(ii), below, Sublandlord shall have no obligation to perform any alterations, work or repairs (including, without limitation, any electrical work or other work necessary to make the Sublease Premises comply with any Applicable Laws (hereafter defined)) or pay any sums to Subtenant or any other party in order to prepare the Sublease Premises for Subtenant's occupancy thereof. Subtenant acknowledges that no representations with respect to the condition of the Sublease Premises, or with respect to the condition of any fixtures, equipment, furnishings, installations, or systems therein contained or otherwise connected thereto, have been made to Subtenant by Sublandlord or any other party. Further, Subtenant accepts and approves the manner in which Prime Landlord has maintained and repaired the Sublease Premise and Common Area of the Shopping Center as of the Sublease Effective Date.

(ii) Using a contractor or contractors selected by Sublandlord, in its sole discretion, Sublandlord will at its cost (but Sublandlord may receive from Prime Landlord an allowance to reimburse such cost) provide a "finish out" of the Sublease Premises, consisting of painting, carpeting, and cabling (the "Sublandlord Improvements"). It is anticipated that the Sublandlord Improvements will be described in a plan or plans prepared by a design professional selected by Sublandlord in its sole discretion, and such plan or plans, if any, will constitute the maximum extent of the Sublandlord Improvements.

In the event that Subtenant shall be entitled to possession of the Sublease Premises during any period in which Sublandlord is constructing the Sublandlord Improvements pursuant to this subarticle, Subtenant shall not interfere with Sublandlord's completion of the Sublandlord Improvements.

Notwithstanding anything contained herein to the contrary, in the event that Sublandlord does not substantially complete the Sublandlord Improvements on or before the Commencement Date, the Commencement Date shall be extended by the number of days following the Commencement Date until the date of substantial completion of the Sublandlord Improvements. For purposes hereof, the Sublandlord Improvements shall be deemed to be substantially completed upon the issuance by the Town of Addison of a certificate of occupancy for the Sublease Premises (whether a temporary certificate of occupancy or a permanent certificate of occupancy).

By opening for business in the Sublease Premises, Tenant shall be deemed to have: (a) accepted the Sublease Premises in their "AS IS, WITH ALL FAULTS" condition existing as of the Commencement Date, and (b) agreed that the obligations of Landlord to provide the Sublandlord Improvements have been fully performed.

Except for the Sublandlord Improvements, Sublandlord not be obligated to complete or otherwise provide any other work for or to the Sublease Premises.

(b) Improvements. Except for the Sublandlord Improvements, Subtenant acknowledges that Subtenant shall be solely liable for constructing improvements to the Sublease Premises. Except for the Sublandlord Improvements, Sublandlord is not obligated to make any improvements to the Sublease Premises. Prior to commencing the construction of any work or alterations in the Sublease Premises, if any, Subtenant will deliver to Sublandlord full, complete working drawings and specifications for the improvements and alterations Subtenant desires to construct in the Sublease Premises, as well as the names, addresses, and qualifications of all prospective architects, engineers, and licensed, insured and bonded contractors which Subtenant intends to use for performance of the Sublease Premises improvements (collectively, the "TI Materials"). All such requests are subject to Prime Landlord's prior written approval in accordance with Prime Landlord's requirements as may be included in the Prime Lease or otherwise. Sublandlord has no control over the approval process and Prime Landlord's decision to approve the improvements, alterations and TI Materials is solely at its discretion. For purposes of this Sublease, the approved working drawings and specifications are referred to as the "Plans and Specifications," the improvements shown thereon are referred to as the "Subtenant Improvements," and the approved general contractor is referred to as the "Contractor."

Before commencing any Subtenant Improvements, Subtenant will deliver to Sublandlord certificates evidencing proof of insurance of the type required below, as well as copies of all necessary permits and licenses and anything else required by Sublandlord. Throughout the performance of the Subtenant Improvements, Subtenant shall maintain in full force and effect builder's "all risk" insurance and general liability insurance in amounts, types, and with carriers reasonably acceptable to Sublandlord, as well as workers' compensation coverage as required by law. Such insurance policies shall name

Sublandlord and such additional parties as Sublandlord may reasonably request, provided such beneficiary designation is allowed under the Prime Lease, as additional insureds.

In all events, Subtenant shall cause the Subtenant Improvements to be constituted (a) promptly by the approved Contractor, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Laws (hereafter defined), permits, licenses and insurance requirements, (d) in full compliance with all of the reasonable rules and regulations applicable to third party contractors and suppliers performing work at the Shopping Center, (e) in compliance with any security requirements of Sublandlord or Prime Landlord, (f) subject to the approval of Sublandlord and Prime Landlord, (g) in compliance with the Prime Lease and in exact conformance with the Plans and Specifications, and (h) entirely at Subtenant's sole cost and expense. Sublandlord and Prime Landlord may, but are not required to, oversee the construction of the Subtenant Improvements. Immediately after completing the Subtenant Improvements, Subtenant shall furnish Sublandlord and Prime Landlord with a certificate of occupancy, Contractor affidavits as required by Applicable Laws (hereafter defined) and Sublandlord, full and final lien waivers (sufficient under Texas law to extinguish all lien rights), and receipted bills covering all labor and materials expended and used in connection with the Subtenant Improvements. Subtenant hereby releases and will indemnify, protect, defend (with counsel reasonably acceptable to Sublandlord), and hold harmless Sublandlord, Prime Landlord, and their respective agents and employees from and against any and all claims, damages, causes of action, liabilities, or expenses in any manner relating to or arising out of any work performed, materials furnished, or obligations incurred by or for Subtenant or any person or entity claiming by, through, or under Subtenant, in connection with all Subtenant Improvements.

In connection with Subtenant's Improvements to the Sublease Premises, at the Expiration Date or upon the earlier termination of this Sublease, Sublandlord may require that Subtenant remove any or all of such Subtenant's Improvements and restore the Sublease Premises to the condition existing prior to the making of the same. The provisions of this paragraph shall survive the expiration or termination of this Sublease.

10. Parking. Throughout the Term and subject to the Prime Lease, Subtenant has, in its use and occupancy of the Sublease Premises, the right to the use of parking and parking spaces in the Shopping Center in the same manner and subject to the same terms and conditions as the Sublandlord (as Tenant under the Prime Lease) has under the Prime Lease.

11. Repairs; Janitorial Services.

(a) Repairs and Maintenance. Subtenant shall, at its sole expense, make all needed non-structural repairs and replacements, and perform all needed maintenance to the Sublease Premises, in accordance with the Prime Lease (including, without limitation, Article 10.B. of the Prime Lease) in the same manner and to the same extent as if Subtenant was the Tenant under the Prime Lease. Subtenant shall, in addition, comply with all provisions of the Prime Lease applicable to the Tenant regarding the maintenance, repair and replacement of or to the Sublease Premises.

(b) Janitorial Services. Subject to the provisions of the Prime Lease, janitorial services shall be provided to the Sublease Premises by the Sublandlord while Sublandlord is occupying and using a portion of the Premises which is not subject to a sublease (the "Remaining Portion"). Such services shall be provided at the same time and in the same manner as such services are provided in the Remaining Portion. Subtenant shall pay Sublandlord each month while this Sublease is in effect for Subtenant's pro rata portion of the costs of such janitorial services determined by multiplying the cost incurred by Sublandlord for janitorial services by the Pro Rata Fraction (as described in Article 4(b), above). If Sublandlord no longer occupies and uses any Remaining Portion, Subtenant shall be responsible for providing such janitorial services to the Sublease Premises, including payment for all costs thereof, and

Sublandlord shall bear no responsibility or liability to Subtenant with regard to such janitorial service or the maintenance and cleaning of the Sublease Premises.

12. Insurance.

(a) Subtenant shall maintain the insurance coverages described herein with financially responsible insurance companies holding a Best Rating of not less than A-VIII and cooperate with Subtenant's insurance provider, including, without limitation, acceptance of defense counsel assigned by Subtenant's insurance provider and reasonably acceptable to Sublandlord, without prejudice to Sublandlord's right to retain its own separate counsel. Such insurance coverages shall minimally include: (i) a commercial general liability insurance policy with respect to the Sublease Premises and its appurtenances with a limit of not less than \$1,000,000.00; (ii) a commercial umbrella liability insurance policy with a limit of not less than \$3,000,000.00; (iii) a "Causes of loss-special form" policy, or its equivalent (E/k/a all risk property insurance policy), insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; (iv) business income insurance for a period of not less than six months; and (v) if Subtenant sells, serves or permits alcohol in the Sublease Premises pursuant to the terms of this Sublease, an alcohol liability insurance policy (drum shop rider or comparable insurance) or equivalent coverage under Subtenant's general liability policy, with a limit of not less than \$3,000,000.00. Prime Landlord, Sublandlord, Prime Landlord and Sublandlord's managing agents, if any, and Prime Landlord's parent company shall be named as additional insureds on all of these insurance policies. Further, Subtenant and/or its contractor shall take out and maintain statutory worker's compensation as provided by Texas law.

(b) In addition to the foregoing, Subtenant shall procure and maintain, at its own cost and expense, property insurance in form and content acceptable to Sublandlord, and subject to deductibles and retentions each preapproved by Sublandlord, for Subtenant's furnishings, fixtures, equipment and inventory within the Sublease Premises, naming Sublandlord, as well as Prime Landlord, as additional insureds.

(c) Subtenant shall deliver to Sublandlord certificates issued by the insurance companies evidencing the insurance policies described in this Sublease upon the Effective Date, and thereafter at least 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 30 days written notice to Sublandlord of any diminution or termination of such policy. All insurance policies required of Subtenant shall have premiums pre-paid and terms of not less than one year. All insurance will be written on an occurrence basis. No insurance will contain a deductible or self-insured retention in excess of \$10,000. All insurance will be primary to and non-contributory with insurance available to Sublandlord.

(d) Provided such waiver shall not invalidate the waiving party's property insurance, each Party waives claims for property damage against the other and Subtenant hereby waives claims against Prime Landlord if and to the extent that Sublandlord waives such claims against Prime Landlord under the Prime Lease for property damage to the Sublease Premises and its contents.

13. Damage, Destruction or Condemnation of the Sublease Premises. In the event of damage or destruction of the Sublease Premises or the taking of all or any part thereof under the power of eminent domain, this Sublease shall terminate only if the Prime Lease is terminated as a result thereof. In the event of any such occurrence, Rent payable hereunder shall abate only as long as and to the extent the rent due from Sublandlord to Prime Landlord under the Prime Lease with respect to the Sublease Premises abates as a result thereof. Subtenant shall possess no claim against Sublandlord or Prime Landlord arising out of or related to any such damage or taking, or for any portion of the amount that may be awarded as a result. In no event shall Sublandlord or Prime Landlord be liable to Subtenant for any damages related to (a)

business interruption or diminution in use of the Sublease Premises, or (b) the value of any unexpired portion of the Term.

14. Risk of Loss. All personal property, including without limitation the personalty of Subtenant and its employees, agents, contractors, or invitees placed in or about the Sublease Premises, or elsewhere on or about the Premises, shall be kept and stored at Subtenant's sole risk. Subtenant holds Sublandlord harmless from all claims arising out of damage to, or loss of, the same, resulting from, but not limited to (i) any act (including without limitation, theft) or omission, (ii) roof leaks, (iii) burst, ruptured, leaking, or overflowing pipes, heating or plumbing fixtures, (iv) fire or other casualty, (v) malfunction of electrical wires or fixtures, or (vi) failure of HVAC systems. Sublandlord shall not be liable for any interruption of or loss to Subtenant's business arising from any of the above-described occurrences, or any indirect or consequential damages sustained by Subtenant arising out of the loss of or damage to any such property.

15. Representations And Warranties Of Sublandlord. In connection with this Sublease, Sublandlord represents to Subtenant as follows:

- (a) The execution and delivery of this Sublease by Sublandlord has been duly authorized by all necessary action of Sublandlord.
- (b) To its actual knowledge, Sublandlord is not in default under the Prime Lease.

16. Representations And Warranties Of Subtenant. In connection with this Sublease, Subtenant represents and warrants to Sublandlord as follows:

- (a) Subtenant has been afforded the opportunity to undertake a full and complete investigation, examination, and inspection of the Sublease Premises. Subtenant has determined the Sublease Premises are suitable for Subtenant's intended use, and Subtenant shall bear full responsibility and liability for compliance with Applicable Law (hereafter defined) and any special requirements in connection with Subtenant's use of the Sublease Premises.
- (b) Subtenant is a Texas non-profit corporation, duly created and established, validly existing, and in good standing, and has all requisite corporate power and authority to enter into this Sublease, and the same shall be true and correct at all times. The execution and delivery of this Sublease and the consummation of the transactions contemplated by this Sublease are duly authorized by all necessary actions of Subtenant, and upon execution by Subtenant, shall evidence an enforceable obligation of Subtenant.

17. Covenants of Subtenant.

- (a) Inurement of Certain Prime Lease Provisions. Except as modified by this Sublease, all rights, obligations, and duties of Sublandlord under the Prime Lease shall inure to Subtenant. Except as modified by this Sublease, Subtenant shall assume and perform all of the duties, covenants, agreements, and obligations of Sublandlord, in its capacity as Tenant under the Prime Lease, as and when required by the Prime Lease, as applicable to the Sublease Premises.
- (b) Obligations of Prime Landlord. Subtenant shall look solely to Prime Landlord for the performance of Prime Landlord's obligations under the Prime Lease. Subtenant shall possess no claim against Sublandlord by reason of any default upon the part of the Prime Landlord.
- (c) Deleted.

(d) Compliance with Laws. Throughout the Term and at the sole expense of Subtenant, Subtenant shall comply with all current and future laws, constitutional provisions, charters, statutes (including, without limitation, *The Americans With Disabilities Act of 1990* (42 U.S.C., Section 1201, *et seq.*), ordinances, codes, orders, rules, regulations, and requirements of all federal, state and municipal governments, any instrumentality thereof, judicial interpretations thereof, private restrictions recorded in the Official Public Records of Dallas County, Texas, Prime Landlord's guidelines, rules and regulations applicable to the Shopping Center, and the regulations of the board of fire underwriters having jurisdiction over the Sublease Premises (collectively, "Applicable Laws").

18. SUBTENANT'S INDEMNITY OBLIGATION.

(a) Subtenant agrees to and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** (i) the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, agents, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, agents, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons") and (ii) Prime Landlord and Prime Landlord's lenders and each of their respective owners, officers, partners, directors, managers, employees, agents, and attorneys, (Prime Landlord and Prime Landlord's owners, officers, employees and representatives each being a "Prime Landlord Person" and collectively the "Prime Landlord Persons"), (each of the Addison Persons and the Prime Landlord Persons being a "Sublandlord Indemnitee" and collectively the "Sublandlord Indemnitees"), from and against any and all claims, actions, proceedings, causes of action, demands, losses, liens, harm, damages, penalties, fines, liabilities, expenses, lawsuits, judgments, costs, and fees (including without limitation, reasonable attorney fees and court costs) of any kind and nature whatsoever made upon, incurred by, suffered by, or asserted against any Addison Person or any Prime Landlord Person or the Sublease Premises, whether directly or indirectly, (collectively for purposes of this Article, "Damages"), that result from, relate to, or arise out of, in whole or in part:

(i) any condition of the Sublease Premises caused in whole or in part by Subtenant or by any of Subtenant's owners, directors, shareholders, partners, managers, officers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, concessionaires, or any other person or entity for whom Subtenant is legally responsible, and their respective owners, directors, shareholders, partners, officers, managers, employees, agents, representatives, engineers, consultants, contractors, subcontractors, tenants, licensees, invitees, patrons, and concessionaires, or any other person acting by or under the authority or with the permission of Subtenant, Subtenant's tenants, or any other person entering the Sublease Premises under express or implied invitation of Subtenant or licensee during the Term (individually, including Subtenant, a "Subtenant Person", and collectively, including Subtenant, the "Subtenant Persons"),

(ii) any construction on or repair to the Sublease Premises, or the Sublease Premises becoming out of repair due to the fault of Subtenant or any other Subtenant Person, for any reason including by 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 Sublease Premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling,

(iii) breach of any representations or warranties by Subtenant under this Sublease, and/or

- (iv) any act or omission of Subtenant or any Subtenant Person under, in connection with, or in the performance of, this Sublease.

SUCH DEFENSE, INDEMNIFY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSON, OR ANY PRIME LANDLORD PERSON, OR BY ANY ACT OR OMISSION BY THE TOWN OF ADDISON, TEXAS, ANY OTHER ADDISON PERSON OR ANY PRIME LANDLORD PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Subtenant's liability under this clause shall be reduced by that portion of the total amount of the Damages (excluding defense fees and costs) equal to the Addison Person or Addison Persons', or Prime Landlord Person's or Prime Landlord Persons', (as the case may be), proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Subtenant's liability for any Addison Person's or Addison Person's, or any Prime Landlord Person's or Prime Landlord Persons', (as the case may be), defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Addison Person's or Addison Persons', or Prime Landlord Person's or Prime Landlord Persons', (as the case may be), proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

(b) If Subtenant has a responsibility pursuant to this Article 18 which involves a claim, demand, action, or proceeding by a third party ("Third Party Claim"), Subtenant shall, following notice and consultation with the appropriate Sublandlord Indemnitee, defend against the Third Party Claim using counsel deemed acceptable to such Sublandlord Indemnitee. In the event Subtenant has a responsibility pursuant to this Article, but does not defend the Third Party Claim, then the Sublandlord Indemnitee may defend the same and may compromise or settle the same. Subtenant shall promptly pay to Sublandlord Indemnitee upon demand the amount of all indemnifiable damages incurred, or that otherwise would be incurred, by such Sublandlord 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, Subtenant shall also satisfy any judgment rendered with respect to the same before Sublandlord Indemnitee would otherwise be required to do so, and shall pay all indemnifiable damages incurred by Sublandlord Indemnitee with respect thereto. The provisions of this Article 18(b) shall be deemed to supplement all other indemnities and similar covenants made hereunder by Subtenant in favor of Sublandlord Indemnitees (or any of them) and shall survive the termination of this Sublease without limitation.

(c) Except as otherwise provided in this Sublease, and except as may be caused by the gross negligence or willful misconduct of Sublandlord or its agents, employees or contractors, Sublandlord 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, Subtenant or anyone in the Sublease Premises or Protected Area (as defined in the Prime Lease) [including, without limitation, those claiming by, through or under Subtenant (such as, without limitation, those displaying, creating or storing personal property on or in the Sublease Premises)] 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.

(d) Subtenant shall promptly advise Sublandlord and Prime Landlord in writing of any claim or demand against the Town of Addison, Texas, any Addison Person, Prime Landlord Person, or Subtenant

or any Subtenant Person related to or arising out of Subtenant's activities under this Sublease and shall see to the investigation and defense of such claim or demand at Subtenant's sole expense. The Addison Persons and Prime Landlord Persons, as the case may be, shall have the right, at the Addison Persons' or Prime Landlord Persons' (as the case may be) option and at their own expense, to participate in such defense without relieving Subtenant of any of its obligations hereunder.

(e) The obligation of this indemnity and hold harmless provision shall survive the expiration or termination of this Sublease.

19. Notices. All notices and other communications to be given under this Sublease shall be in writing and shall be deemed given (a) on the date of service, if served personally on the party to whom notice is to be given, (b) on the date of receipt, if delivered by telecopy or nationally recognized overnight courier, or (c) on the third day after deposit in the U.S. mail, if mailed to the party to whom notice is to be given by first class mail, postage prepaid and properly addressed as follows:

If to Sublandlord:

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

with a copy to:

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Attorney

and: Remittance Address for Rent

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

If to Prime Landlord:

G & I V VOP, LP
220 East 42nd Street, 27 Floor
New York, NY 10017
Attn: Director -Asset Manager

If to Subtenant:

Pre-Sublease Term Commencement Date

Metrocrest Chamber of Commerce
1204 Metrocrest Drive
Carrollton Texas 75006

Post-Sublease Term Commencement Date

Metrocrest Chamber of Commerce
5100 Belt Line Road, Suite 430
Dallas Texas 75254

20. Effect of Prime Lease Termination. This Sublease is conditioned upon the continued existence of the Prime Lease. This Sublease shall automatically terminate upon the termination, cancellation, or expiration of the Prime Lease.

21. No Waiver. No provision of this Sublease shall be deemed to have been waived unless such waiver is evidenced by a writing signed by the Party charged with such waiver. A waiver by Sublandlord of any default, breach, or failure of Subtenant under this Sublease shall not be construed as a waiver of any subsequent or different default, breach, or failure.

22. Surrender. Upon the expiration or earlier termination of this Sublease, Subtenant shall vacate and deliver the Sublease Premises to Sublandlord in the same condition as of the Commencement Date, ordinary wear and tear excepted, provided that Subtenant shall repair all damage to the Sublease Premises as a result of the removal of its personal property and any improvements or alterations required to be removed pursuant to this Sublease. In the event Subtenant fails to comply with the foregoing removal obligations or upon Subtenant being dispossessed by process of law or otherwise, all such property shall be deemed conclusively to be abandoned and Sublandlord may retain, sell, store, destroy or otherwise dispose of the same as Sublandlord so elects in its sole discretion upon prior written notice to Subtenant. Subtenant shall pay Sublandlord on demand all out-of-pocket expenses incurred by Sublandlord in the removal of such property, including, without limitation, the cost of repairing damage to the Sublease Premises caused by the removal of such property and storage charges (if Sublandlord elects to store such property). Further, in the event the end of the Term coincides with the end of the term under the Prime Lease, Subtenant shall provide Sublandlord with reasonable access to the Sublease Premises to allow Sublandlord to fulfill its obligations under the Prime Lease, including, without limitation, removing any improvements or alterations existing in the Sublease Premises prior to the Commencement Date, and Subtenant shall otherwise reasonably cooperate with Sublandlord in connection with the foregoing. Subtenant's obligations under this Article 22 shall survive the expiration or earlier termination of this Sublease.

23. Holding Over. If Subtenant or anyone claiming under or through Subtenant holds over following the expiration or earlier termination of the Term without the express written consent of Sublandlord, Subtenant shall become a tenant at sufferance only, subject to all of the provisions of this Sublease and the Prime Lease, at a rate equal to the greater of (a) 150% times the Base Rent then in effect pursuant to this Sublease; or (b) 150% times the rental rate per square foot in effect under the Prime Lease upon the date of such expiration. Subtenant shall additionally pay any amount payable, and shall be liable for all loss, damage (including without limitation consequential damages), costs, expenses, and other harm incurred by Sublandlord or otherwise as a result of such holdover, including without limitation any holdover cost or penalty assessed by Prime Landlord in connection with the Sublease Premises. Acceptance by Sublandlord of Rent after such termination shall not constitute a consent to a holdover hereunder or result in a renewal of this Sublease. The foregoing provisions of this paragraph are in addition to and do not affect Sublandlord's right of reentry or any other right or remedy of Sublandlord hereunder or at law, in equity or otherwise.

24. Successors and Assigns. All of the terms, covenants, provisions, and conditions of this Sublease shall be binding upon and inure to the benefit of the successors and assigns of Sublandlord, and the permitted successors and permitted assigns of Subtenant.

25. No Joint Venture. This Sublease does not and shall not create the relationship of principal and agent, partnership, joint venture, joint enterprise, or any other association between Sublandlord and Subtenant, except that of Sublandlord and Subtenant.

26. Brokerage. Each Party represents no real estate broker or agent is involved in this Sublease, and each shall indemnify and hold the other harmless from all damages caused by the breach of this representation.

26A. Unavoidable Delays. If either Sublandlord or Subtenant 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.

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

27. Severability. In the event any part of this Sublease is held to be unenforceable or invalid, for any reason, the balance of this Sublease shall not be affected and shall remain in full force and effect during the term of this Sublease.

28. Memorandum of Record. Neither this Sublease nor a Memorandum or short-form version of this Sublease shall be recorded. Subtenant's recordation of same shall constitute a default in this Sublease.

29. Choice of Law; Venue. This Sublease and all transactions contemplated by this Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof. Exclusive venue for any action or proceeding under this Sublease shall lie in Dallas County, Texas.

30. Certain Statutory Rights, Waiver of Jury Trial, and Right to Counterclaim. EACH OF SUBLANDLORD AND SUBTENANT HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUMMARY OR OTHER ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF SUBLANDLORD AND SUBTENANT, THE SUBLEASE PREMISES, THE USE AND OCCUPANCY THEREOF, OR ANY CLAIM OF INJURY OR DAMAGES. SUBTENANT ADDITIONALLY HEREBY WAIVES ALL RIGHT TO ASSERT OR INTERPOSE A COUNTERCLAIM OR SET-OFF (OTHER THAN A COMPULSORY COUNTERCLAIM) IN ANY PROCEEDING OR ACTION BY SUBLANDLORD BASED ON NON-PAYMENT OF RENT, EVEN IF SUCH COUNTERCLAIM OR SET-OFF IS BASED ON SUBLANDLORD'S ALLEGED BREACH OF A DUTY TO REPAIR OR ALLEGED BREACH OF QUIET ENJOYMENT, OR ANY OTHER ALLEGATION.

31. Counterparts. This Sublease may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which when taken together shall constitute but one and the same instrument. To facilitate execution, facsimile signatures shall be considered binding on the Parties, provided originals thereof are executed, delivered, and received promptly thereafter. Notwithstanding the foregoing, non-receipt of any original counterpart shall not affect the validity or enforceability of this Sublease, which shall attach upon receipt of a facsimile counterpart, as provided hereunder.

The person executing this Sublease on behalf of Subtenant is an authorized representative of Subtenant and has been authorized by Subtenant to execute this Sublease. The person executing this Sublease on behalf of Sublandlord is an authorized representative of Sublandlord and has been authorized by Sublandlord to execute this Sublease.

32. Exhibits and Schedules. All Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Sublease.

33. Entire Agreement. This Sublease, including any exhibits or schedules hereto, contains the entire understanding among the Parties and supersedes any prior understanding or agreement between them respecting the within subject matter. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Sublease which are not fully expressed herein.

34. Effectiveness. This Sublease shall not be effective unless and until it has been signed by Sublandlord and Subtenant.

35. Sublandlord's Right of Termination. Notwithstanding anything in this Sublease stated or implied to the contrary, Sublandlord's obligations as stated in this Sublease are subject to Sublandlord's annual budgeting and appropriation requirements. Sublandlord has and retains the continuing right to terminate this Sublease each year; exercise of such right of termination shall be by written notice given to Subtenant on or before June 30 of any calendar year during the Term, and such termination shall be effective on the September 30 of such calendar year. In the event Sublandlord exercises such option, Subtenant shall entirely vacate the Sublease Premise in accordance with the previous sentence and thereafter, neither Party shall have any further liability after the effective date of the termination.

36. Estoppel. Subtenant shall execute and deliver to Sublandlord within 10 days after Subtenant's receipt of request, such estoppel certificates as Sublandlord or Prime Landlord shall request, therein certifying to the base terms of this Sublease and providing that Sublandlord has not committed an uncured event of default in its performance of this Sublease, or otherwise stating the nature of the default with specificity.

37. Financial Statements. Subtenant shall deliver to Sublandlord, within 10 days after Subtenant's receipt of request, such financial statements, balance sheets, income statements, tax returns, financial projections and other data reasonably required by Prime Landlord pursuant to the Prime Lease, relating to the financial condition of Subtenant.

38. Waiver of Subtenant's Lien. Subtenant waives its right to assert a lien against Sublandlord, Prime Landlord, Prime Landlord's property, and Sublandlord's property pursuant to Tex. Prop. Code § 91.004.

39. Texas Department of Licensing and Regulation Inspections. Subtenant 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 Sublease Premises complies with the Americans With Disabilities Act (the "ADA") and the regulations promulgated thereunder, and to the extent the Sublease Premises do not comply, that it will be brought into compliance. In the event that Subtenant, whether at the beginning of the Term, or at any time during the Term, desires to perform work which requires the submittal of a building permit application to the local municipality, then Subtenant shall provide Sublandlord with a copy of the inspection application form submitted to the Department along with a copy of the check showing Subtenant 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 Sublease. Furthermore, if the Department's inspection requires modifications to be made to the Sublease Premises so as to comply with the ADA, then (a) if and to the extent that the modifications are required in order to comply with requirements of the ADA that were effective as of the Sublease Commencement Date, Sublandlord shall be responsible to perform such necessary modifications, and (b) if and to the extent that the modifications are required in order to comply with requirements of the ADA that became effective on or after the Sublease Commencement Date, Subtenant shall be responsible to perform all such necessary modifications. Subtenant shall defend, indemnify and hold Sublandlord harmless from all loss, costs, actions, damages or claims which Sublandlord may be subject to as a result of Subtenant failing to timely comply with the provisions of this Article.

40. Texas Property Tax Code, Section 41.413 of the Texas Property Tax Code ("Section 41.413") may give Subtenant the right to protest the appraised value of the Sublease Premises (a "Protest") if Sublandlord does not Protest. If Subtenant Protests, the appraisal review board might increase the appraised value of the entire Sublease Premises, which will negatively affect Sublandlord. Accordingly, to the extent permitted by Applicable Law, Subtenant waives its rights to Protest under Section 41.413, Method By Which Charge is Computed.

41. Texas Property Code. Subtenant agrees that all terms of this Sublease 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.

42. Waiver of Rights under Texas Deceptive Trade Practices Act. Subtenant represents and warrants that (i) Subtenant has been afforded the opportunity to be represented by legal counsel in connection with the transactions contemplated by this Sublease and (ii) the Sublease Premise that is the subject of this Lease is not a family residence occupied or to be occupied as Subtenant's residence. Sublandlord 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 Sublease.

43. OFAC Compliance.

(a) Subtenant represents and warrants that (a) Subtenant and each person or entity owning an interest in Subtenant 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 Subtenant 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 Subtenant (whether directly or indirectly), (d) none of the funds of Subtenant have been derived from any unlawful activity with the result that the investment in Subtenant is prohibited by

Premises, Base Rent shall be reduced proportionately. If the square footage of the New Sublease Premises is more than the Present Sublease Premises, Base Rent shall not be increased.


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Signature Page To Sublease

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Sublease Effective Date in Dallas County, Texas.

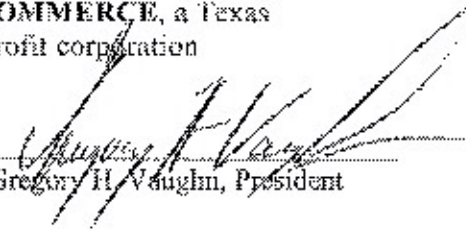
SUBLANDLORD:

TOWN OF ADDISON,
an incorporated Texas municipality

By: 
Ron Whitehead, City Manager

SUBTENANT:

**METROCREST CHAMBER
OF COMMERCE,** a Texas
non-profit corporation

By: 
Gregory H. Vaughn, President

See Attachment
to R09-021 for
this Attachment.

**EXHIBIT A
Prime Lease**

SHOPPING CENTER LEASE

G & IV VOP, L.P, a Delaware limited partnership

(LANDLORD)

AND

TOWN OF ADDISON, an incorporated Texas municipality

(TENANT)

VILLAGE ON THE PARKWAY, ADDISON, TEXAS