

APPENDIX A

Landlord Form Lease Agreement - A Retail Development

LANDLORD FORM

LEASE AGREEMENT

A Retail Development

THIS LEASE made as of this ____ day of _____, 19____, by and between _____, whose address is _____ (Landlord), and _____, whose address is _____ (Tenant).

ARTICLE I. GRANT AND TERM

SECTION 1.01. LEASED PREMISES. Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises in the retail development commonly known as _____ (hereinafter referred to as "Shopping Center") which retail development is shown on the site plan marked Exhibit "A" attached hereto and made a part hereof, such leased premises being cross-hatched thereon (hereinafter referred to as the "leased premises"). The legal description of the Shopping Center, which is situated in the _____ of _____ State of _____, is more particularly described on Exhibit "B" attached hereto and made a part hereof. The leased premises are also described on the Lease Synopsis.

The exterior walls and roof of the leased premises and the area beneath said premises are not demised hereunder, and the use thereof together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the leased premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center are hereby reserved unto Landlord.

SECTION 1.02. COMMENCEMENT AND ENDING DAY OF TERM. The term of this Lease shall commence upon, (a) _____ or, (b) the date on which Tenant shall open its store in the leased premises for business to the general public, whichever of said dates is the first to occur, and shall end on January 31st of the _____ lease year of the lease term, as said term "lease year" is hereinafter defined, unless sooner terminated as hereinafter provided.

SECTION 1.03. LATE OPENING. In the event Tenant shall fail to open its store for business to the general public upon the commencement date of the term hereof, then in order to compensate Landlord for its loss, Tenant shall pay to Landlord as additional rental over and above fixed minimum rental and other charges to be paid by Tenant to Landlord pursuant to this Lease a sum equal to Dollars (\$ _____) for each full calendar month after the commencement date of the term hereof that Tenant shall have failed to open its store for business; periods of less than one month shall be prorated on a daily basis based upon a thirty (30) day calendar month. This remedy shall be in addition to any and all other remedies provided in this Lease to the Landlord in the event of default by Tenant. Such additional rent

shall be deemed to be in lieu of any percentage rent that might have been earned during the period of Tenant's failure to open.

ARTICLE II. RENT

SECTION 2.01. MINIMUM RENT. The fixed minimum annual rental during the term of this Lease shall be the sum of _____ Dollars (\$_____), which sum shall be payable by Tenant in equal consecutive monthly installments of _____ Dollars (\$_____) each, on or before the first day of each month, in advance, at the office of the Landlord, or such other place as the Landlord may designate, without any prior demand therefor and without any deductions or setoff whatsoever.

Should the term of this Lease commence on a day other than the first day of a calendar month, then the rental for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

SECTION 2.02. PERCENTAGE RENT. (a) In addition to the payment of the fixed minimum annual rental, as hereinbefore provided, Tenant shall pay to Landlord during each lease year of the term hereof as annual percentage rental, a sum equal to _____ percent of all gross sales as defined in 2.03 (hereafter "Gross Sales") resulting from business conducted in, on or from the leased premises during such lease year in excess of _____ Dollars (\$_____) (hereinafter referred to as "minimum Gross Sales"). The annual percentage rental shall be payable at the times and in the manner hereinafter set forth, at the office of the Landlord, or such other place as the Landlord may designate, without any prior demand therefor and without any deductions or setoff whatsoever.

(b) Such annual percentage rent shall be paid in quarter-annual installments computed on all Gross Sales during each quarter-annual period of the term hereof in excess of one quarter (1/4) of annual minimum Gross Sales. Such quarter-annual installments shall be payable within thirty (30) days after the expiration of each three (3) month period of each lease year. In the event that the total of the quarter-annual installments of percentage rentals for any lease year does not equal the annual percentage rent computed on the total amount of Gross Sales for such lease year, in accordance with the formula set forth above, then Tenant, at the time it submits the annual statement of Gross Sales required under Section 3.02, shall pay Landlord any deficiency, or Landlord shall credit any over-payment to the next installment of percentage rental due from Tenant, as the case may be. In no event, however, shall the rent to be paid by Tenant and retained by Landlord for any lease year be less than the fixed minimum annual rent hereinbefore specified. If the commencement date of the lease term is other than February 1, then the percentage rent covering a partial lease year, as hereinafter defined, shall be paid on Gross Sales in excess of minimum Gross Sales computed on a pro rate basis for the period beginning on the commencement date of the lease term and ending on the succeeding January 31, and shall be payable within thirty (30) days thereafter.

(c) The term "lease year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the date of commencement of the term of this Lease if such commencement date shall occur on February 1; if not, then the first lease year shall commence on the first day of February following the commencement date of the lease term. Each succeeding lease year shall commence on the anniversary date of the first lease year. If the commencement date of the lease term is other than February 1, then the period between the

commencement date and the succeeding January 31 shall be defined as a "partial lease year." In the event that said partial lease year exceeds a period of six (6) calendar months, then, for the purposes of this Lease, the same shall be deemed the first full lease year of the lease term.

(d) Notwithstanding anything to the contrary contained herein, in the event that Tenant's Gross Sales do not exceed the minimum Gross Sales during any of the first three (3) full lease years of the term hereof, then commencing with the fourth (4th) full lease year of the term hereof and continuing throughout the balance of the lease term, the minimum gross sales shall be adjusted to the highest Gross Sales achieved by Tenant during the first three (3) full lease years of the term of this Lease.

SECTION 2.03. GROSS SALES. The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise or service and all other receipts whatsoever of all business conducted in or from the leased premises, including mail or telephone orders received or filled at the leased premises, and including all deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere and including sales by any sublessee, concessionaire or license or otherwise in the leased premises. No deduction shall be allowed for uncollected or uncollectible credit accounts. Said term shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of goods or merchandise if made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made, in or from the leased premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the leased premises, nor shall the term include the amount of returns to shippers or manufacturers, nor proceeds from the sale of trade fixtures. There shall be deductible from Gross Sales the amount of any cash or credit refund made upon any sale where the merchandise sold or some part thereof, is thereafter returned by the purchaser and accepted by Tenant. Nothing herein contained shall prevent Landlord from requiring an additional or different percentage rental as a condition to approval of any sublessee, concessionaire or licensee of Tenant hereunder.

SECTION 2.04. TENANT'S TAX OBLIGATION. Tenant agrees to pay to Landlord its proportionate share of all taxes and assessments which have been or may be levied or assessed by any lawful authority, for any calendar year during the term hereof, against the land and buildings presently and/or at any time during the term of this Lease comprising the Shopping Center. In the event any part of the Shopping Center is separately assessed and the real estate taxes and assessments relating thereto are paid directly by the occupant thereof, then such part of the Shopping Center shall be excluded from the computation of Tenant's proportionate share of the real estate taxes and assessments levied or assessed against the land and buildings comprising the Shopping Center. Tenant's proportionate share shall be equal to the product obtained by multiplying such taxes and assessments by a fraction, the numerator of which shall be the number of square feet of floor area in the leased premises, and the denominator of which shall be the total number of square feet of leased and occupied floor area in the Shopping Center. Any tax and/or assessment of any kind or nature presently or hereafter imposed by the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction thereover upon, against or with respect to the rentals payable by tenants in the Shopping Center to Landlord or on the income of Landlord derived from the Shopping Center or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings presently and/or at any time during the term of this Lease comprising the Shopping Center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such

buildings, or in addition thereto, shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section and Tenant shall be obligated to pay its proportionate share thereof as provided herein. In addition, should any governmental authority having jurisdiction thereover impose a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces in the Shopping Center, such tax or surcharge shall likewise be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section and Tenant shall be obligated to pay its proportionate share thereof as provided herein. The proportionate share to be paid by Tenant shall also include Tenant's proportionate share of any costs, expenses and attorneys' fees incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising the Shopping Center and any protest or contest of real estate taxes and/or assessments.

Tenant's proportionate share of all of the aforesaid taxes and assessments levied or assessed for or during the term hereof, as determined by Landlord, shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may elect, at his sole option, to bill such taxes in arrears; provided, that in the event Landlord is required under any mortgage covering the Shopping Center to escrow real estate taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the term hereof Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the taxes and assessments for such year. In the event no tax bill is available, Landlord will compute the amount of such tax. If the total amount paid by Tenant under this Section for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefor by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment of taxes and assessments due from Tenant to Landlord hereunder. All amounts due hereunder shall be payable to Landlord at the place where the fixed minimum annual rental is payable. For the calendar years in which this Lease commences and terminates, the provisions of this Section shall apply, and Tenant's liability for its proportionate share of any taxes and assessments for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes and/or assessments assessed or levied against the property to which such bill relates. Prior to or at the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section shall survive the expiration of the term of this Lease.

SECTION 2.05. ADDITIONAL PAYMENTS. Rent shall be defined in this Lease as minimum rent and percentage rent only, which sums shall be payable in the manner provided in this Lease. All other sums of money or charges required to be paid by Tenant under this Lease or in the Exhibits attached hereto shall be due and payable ten (10) days after demand, without any deductions or setoff whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences under Article XVIII hereof as Tenant's failure to pay rent. All such amounts or charges shall be payable to Landlord at the place where the fixed minimum annual rent is payable.

ARTICLE III. RECORDS AND BOOKS OF ACCOUNT

SECTION 3.01. TENANT'S RECORDS. Tenant shall prepare and keep full, complete and proper books, records and accounts of the Gross Sales, both for cash and on credit, of each separate department at any time operated in the leased premises; said books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection of Landlord, Landlord's auditor or other authorized representative or agent at the leased premises for a period of at least two (2) years after the expiration of each lease year or partial lease year.

SECTION 3.02. REPORTS BY TENANT. Tenant shall and hereby agrees that it will furnish to Landlord within thirty (30) days after the expiration of each three (3) month period of each lease year a complete statement, certified by Tenant, of the amount of Gross Sales, as defined in Article III Section 2.03 of this Lease, made from the leased premises during said period. Tenant also agrees that it will furnish to Landlord within thirty (30) days after the expiration of each full lease year or partial lease year a complete statement, certified by an independent certified public accountant employed by Tenant, showing in all reasonable detail the amount of such Gross Sales made by Tenant from the leased premises during the preceding lease year or partial lease year. Tenant shall require all its sub-tenants, if any, to furnish similar statements. Tenant shall in all events furnish to Landlord within ten (10) days after the end of each month of the term of this Lease a written statement of Gross Sales covering the preceding month, the statement to be in such form and style and contain such details and breakdown as the Landlord may reasonably require.

ARTICLE IV. AUDIT

SECTION 4.01. RIGHT TO EXAMINE BOOKS. The acceptance by the Landlord of payments of annual percentage rental shall be without prejudice to the Landlord's right to an examination of the Tenant's books and records of its gross receipts and inventories of merchandise at the leased premises, in order to verify the amount of annual Gross Sales made by the Tenant in and from the leased premises.

SECTION 4.02. AUDIT. At its option, Landlord may at any reasonable time, upon three (3) days' prior written notice to Tenant, cause a complete audit to be made of Tenant's entire records relating to the leased premises (including the records of any subtenant or licensee) for the period covered by any statement issued by the Tenant as above set forth. If such audit shall disclose that Tenant's statement of Gross Sales is understated to the extent of one percent (1 %) or more, Tenant shall promptly pay to Landlord the cost of said audit in addition to the deficiency, which deficiency shall be payable in any event, and, in addition, Landlord shall have the further remedy of terminating this Lease upon ten (10) days' notice to Tenant.

ARTICLE V. CONDITION OF PREMISES, LANDLORD'S WORK AND TENANT'S WORK.

SECTION 5.01. CONSTRUCTION OF LEASED PREMISES BY LANDLORD. Tenant acknowledges that, prior to the commencement of the term hereof, Landlord has constructed the Shopping Center and the leased premises. Excepting only that work specifically described as, landlord's work in Section 5.02 hereof ("Landlord's Work"), Tenant accepts the Shopping Center and the leased premises in an "AS-IS" condition, without representation by the Landlord or any person, firm or corporation on behalf of Landlord as to the condition thereof.

SECTION 5.02. LANDLORD'S WORK. Prior to delivery of possession of the leased premises to Tenant, Landlord shall complete those items shown as Landlord's Work on Schedule I attached hereto. Landlord shall use its best efforts to complete Landlord's Work on or before the thirtieth (30th) day prior to the date set forth in Section 1.02 (a) hereof. If, for any reason, Landlord's Work is not completed by that date, Tenant's sole remedy shall be to notify Landlord in writing, by registered or certified mail, of its intention to cancel this Lease if Landlord's Work is not completed within forty-five (45) days following the date of said notice. Should Landlord fail to substantially complete Landlord's Work at the expiration of said forty-five (45) day period, Tenant shall thereupon have the right to cancel this Lease by written notice to Landlord.

SECTION 5.03. TENANT'S WORK. Tenant, at its sole cost and expense shall (i) complete those items shown on Schedule II attached hereto, based upon plans and specifications approved in advance by Landlord; (ii) furnish and install trade fixtures, which fixtures shall be new unless otherwise approved by Landlord and (iii) furnish and install its exterior sign, which shall be subject to Landlord's prior written approval. All work to be done by Tenant as Tenant's Work, or any subsequent alterations by Tenant, shall be performed by Tenant in accordance with the following:

A. All work done by Tenant shall be pursuant to all necessary licenses and permits and shall conform to all applicable statutes, ordinances, regulations and codes and to the requirements of all other regulatory authorities. Tenant shall protect the other parts of the Shopping Center from construction damage and Tenant shall be liable for the repair of any such damage. All contractors or subcontractors used by Tenant shall be bondable, licensed contractors capable of performing quality workmanship. Tenant shall use only new, first-class materials in the completion of Tenant's Work. At least five (5) days prior to the commencement of Tenant's Work, Tenant shall provide Landlord by certified or registered mail, with the name and address of Tenant's general, mechanical and electrical contractors.

B. Construction Insurance. Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during the preparation of the leased premises, the following insurance in the following amounts which shall be endorsed and in all policies to include Landlord and its beneficiaries and their employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given ten (10) days prior written notice of any alteration or termination of coverage in the amounts as set forth below. Certificates of such insurance shall be furnished to Landlord at least five (5) days prior to commencement of Tenant's construction.

C. Tenant's General Contractor's and Subcontractor's Required Minimum Coverages and Limits of Liability.

(i) Worker's Compensation, Employers Liability Insurance with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) and as required by State law and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned Acts.

(ii) Comprehensive General Liability Insurance (including Contractor's Protective Liability) in an amount not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per person and Two Million and no/100 Dollars (\$2,000,000.00) per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million and no/100 Dollars (\$2,000,000.00). Such insurance shall

provide for explosion and collapse coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the Contract and whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

(iii) Tenant's Protective Liability Insurance. Tenant shall provide Owner's Protective Liability Insurance as will insure Tenant against any and all liability to third parties for damage because of bodily injury liability (or death resulting therefrom) and property damage liability of others or a combination thereof, which may arise from work in the completion of the leased premises, and any other liability for damages which the General Contractor and/or Subcontractors are required to insure any provisions herein. Said insurance shall be provided in minimum amounts as follows:

(a) Bodily injury, each person	\$1,000,000.00
(b) Bodily injury, each occurrence	2,000,000.00
(c) Property damage, each occurrence	250,000.00
(d) Property damage, aggregate	250,000.00

(iv) Tenant's Builders Risk Insurance. Tenant shall provide a complete Value Form "All Physical Loss" Builder's Risk coverage on its work in the leased premises as it relates to the building within which the leased premises is located, naming the interests of the Landlord, its general contractor and all subcontractors, as their respective interest may appear, within a radius of 100 feet of the premises.

SECTION 5.04. CHANGES AND ADDITIONS. Landlord hereby reserves the right at anytime, and from time to time, to make alterations or additions to, and to build additional stories on the building in which the leased premises are located and to build adjoining the same. Landlord also reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, and to enlarge the Shopping Center, and to make alterations therein or additions thereto, and to build additional stories on any building or buildings within the Shopping Center, and to build adjoining thereto and to construct deck or elevated parking facilities and free-standing, single story buildings within the parking lot areas of the Shopping Center. The purpose of the attached site plan is to show the approximate location of the leased premises within the Shopping Center. Landlord reserves the right at any time to relocate the various buildings, parking areas and other common areas shown on said site plan.

ARTICLE VI. CONDUCT OF BUSINESS BY TENANT

SECTION 6.01. USE OF PREMISES. Tenant shall use and occupy the leased premises during the term of this Lease solely for the purpose of conducting the business of and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on or in the leased premises or if a failure to procure such a license or permit might or would, in any way, affect the Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

SECTION 6.02 OPERATION OF BUSINESS. Tenant agrees to operate one hundred percent (100 %) of the leased premises during the entire term of this Lease unless prevented from doing so because of fire, accident, or acts of God, and to conduct its business at all times in a high class and reputable manner, maintaining at all times a full staff of employees and a full and complete stock of merchandise. In the event of a failure by Tenant to operate its business within the leased premises in accordance with the foregoing, Landlord shall have the right to specifically enforce the provisions of this Section and the same shall not constitute an election of remedies by the Landlord. Tenant shall install and maintain at all times a display of merchandise in the display windows, if any, of the leased premises and shall keep same well lighted during all Shopping Center business hours and at least one hour thereafter. Tenant shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the leased premises and the cleanliness, safety, occupancy and use of same. No auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the leased premises. Tenant agrees that it will conduct its business in the leased premises during all hours established for the Shopping Center by the Landlord and will conduct such business in a lawful manner and in good faith, and will not do any act tending to injure the reputation of the Shopping Center. Tenant shall not permit noise or odors in the leased premises which are objected to by any tenant or occupant of the Shopping Center and, upon written notice from Landlord, Tenant shall immediately cease and desist from causing such noise or odor, and failing of which Landlord may deem the same a material breach of the Lease. Tenant shall not permit the operation of any vending machines or pay telephones on the leased premises. Tenant shall not use the areas adjacent to the leased premises for business purposes. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, trash and garbage shall be made only by way of the areas provided therefor by Landlord. Tenant shall not use or permit the use of any portion of the leased premises as sleeping apartments, lodging rooms, or for any unlawful purposes. No radio or television or other similar device shall be installed exterior to the leased premises and no aerial shall be erected on the roof or exterior walls of the building in which the leased premises are located. No merchandise or other obstruction shall be placed or permitted on the walks immediately adjoining the leased premises. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may require.

SECTION 6.03. RADIUS. During the term of this Lease, in the event Tenant or any person, firm or corporation who or which controls or is controlled by Tenant shall directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate or become financially interested in any similar or competing business within a radius of four (4) miles from the outside boundary of the Shopping Center, then the Gross Sales (as defined in Section 2.03 of this Lease) of any such business or businesses within said radius shall be included in the Gross Sales made from the leased premises and the percentage rent hereunder shall be computed upon the aggregate of the Gross Sales, made from the leased premises and by any such other business or businesses conducted within said radius. This Section 6.03 shall not apply to any such business or businesses presently open and in operation within said radius.

SECTION 6.04. STORAGE OFFICE SPACE. Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise from the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises.

SECTION 6.05. CARE OF PREMISES. Tenant shall keep the leased premises (including the service areas adjacent to the leased premises, show windows and signs) orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the leased premises and arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event Landlord shall provide centrally located dumpsters or any other services or facilities for the pick up of Tenant's trash and garbage, then Tenant shall be required to use such services or facilities and shall be obligated to pay its proportionate share of the actual cost thereof within ten (10) days after being billed therefor. In the event Tenant fails to keep the leased premises in the condition called for above, Landlord may enter upon the leased premises and have all rubbish, dirt, trash and garbage removed and the sidewalks cleaned, in which event Tenant agrees to pay all charges incurred by Landlord therefor. Said charges shall be paid to the Landlord by Tenant as soon as a bill is presented to it and the Landlord shall have the same remedy as is provided in Section 18.01 of this Lease in the event of Tenant's failure to pay said charges within ten (10) days after being billed therefor.

SECTION 6.06 COMPLIANCE WITH LAWS. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements (including but not limited to the Americans with Disabilities Act) of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the leased premises.

ARTICLE VII. OPERATION AND MAINTENANCE OF COMMON AREAS

SECTION 7.01. CONSTRUCTION OF COMMON AREAS. Landlord agrees to cause to be operated, managed and maintained during the term of this Lease all parking areas, roads, sidewalks, landscaping, drainage, and common area lighting facilities in the Shopping Center property. The manner in which such areas and facilities shall be maintained and operated and the expenditures therefor shall be at the sole discretion of the Landlord and the use of such areas and facilities shall be subject to such reasonable regulations as Landlord shall make from time to time.

SECTION 7.02. TENANT'S PRO RATA SHARE OF EXPENSES. Tenant agrees to pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, heating, insuring, repairing, replacing and maintaining the common areas of the Shopping Center including the cost of insuring all property provided by Landlord which may at any time comprise the Shopping Center. Such costs and expenses shall include, but not be limited to, illumination and maintenance of Shopping Center signs, whether on or off the Shopping Center site and the illumination and maintenance of off-site traffic signal lights and/or directional lights, cleaning, lighting, snow removal, line painting and landscaping; premiums for liability and property insurance; personal property taxes; supplies, holiday decorations; the cost of maintenance and replacement of equipment supplying music to the common areas; the reasonable depreciation of maintenance equipment used in the operation and maintenance of the common areas and project areas; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 7.02; and an amount equal to Tenant's proportionate share of fifteen percent (15 %) of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. For the purpose hereof, any charges for utilities contained in the foregoing costs and expenses shall be at the same rates as the rates for comparable service from the applicable utility company serving the area in which the Shopping Center is located. The proportionate share to be paid by Tenant shall be the total number of square feet of

floor area in the leased premises which is _____ compared to the total number of square feet of the leased and occupied floor area in the Shopping Center which is _____. Using this ratio, Tenant's proportionate share is _____%.

Tenant's proportionate share of such costs and expenses for each lease year and partial lease year shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may, at his sole option bill such costs and expenses monthly or quarterly in arrears, from time to time. Within ninety (90) days after the end of each lease year or partial lease year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this Section for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 7.02.

SECTION 7.03. USE OF COMMON AREAS. The term "Common Areas", as used in this Lease, shall mean the parking areas, roadways, pedestrian sidewalks, truckways, loading docks, delivery areas, landscaped areas, public bathrooms and comfort stations, flashings, gutters and downspouts, and all other areas or improvements which may be provided by the Landlord for the convenience and use of the tenants of the Shopping Center, and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord. The use and occupancy by the Tenant of the leased premises shall include the use, in common with all others to whom Landlord has granted or may hereafter grant rights to use the same, of the common areas located within the Shopping Center and of such other facilities as may be designated from time to time, subject, however, to rules and regulations for the use thereof as prescribed from time to time by the Landlord. Tenant and its employees shall park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of employees' cars shall be furnished to Landlord upon Landlord's request. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

ARTICLE VIII. ALTERATIONS AND SIGNS

SECTION 8.01. INSTALLATION BY TENANT. Tenant shall not make or cause to be made any alterations, additions or improvements to the leased premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings or make any changes to the store front, mechanical, electrical or sprinkler systems without the prior written approval of Landlord. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Any damage caused to the premises and/or the common areas of the Shopping Center, or the facilities serving the same, by virtue of any unauthorized alteration, addition or improvement installed by Tenant, shall be the responsibility of Tenant and Tenant shall be liable for any necessary repairs.

SECTION 8.02. REMOVAL BY TENANT. All alterations, decorations, additions and improvements made by Tenant shall be deemed to have attached to the Leasehold and to have become the

property of Landlord upon such attachment, and upon expiration of this Lease or any renewal term thereof, the Tenant shall not remove any of such alterations, decorations, additions and improvements, except trade fixtures installed by Tenant may be removed if all rents due herein are paid in full and Tenant is not otherwise in default hereunder, provided, however, that Landlord may designate by written notice to Tenant those alterations and additions which shall be removed by Tenant at the expiration or termination of the Lease and Tenant shall promptly remove the same and repair any damage to the leased premises caused by such removal.

SECTION 8.03. SIGNS. Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Shopping Center, except in the interior of the leased premises, without Landlord's prior written approval. No symbol, design, name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant. The identification sign for Tenant's store front shall be expressly subject to Landlord's written approval and shall comply with any uniform sign design criteria formulated by Landlord.

SECTION 8.04. SECURITY AGREEMENT. For valuable consideration and as security for the payment of rental and other charges becoming due hereunder, Tenant hereby grants to Landlord a security interest in the following described collateral:

- (a) all inventory at any time located in the leased premises prior to and during the term of this Lease;
- (b) all equipment and other personal property placed in the leased premises at any time prior to or during the term of this Lease; and
- (c) all of the proceeds of said inventory, equipment and other personal property.

Upon the happening of: (i) default by Tenant in the payment of rental or other charges or the performance of any of the terms, covenants, conditions or provisions contained in this Lease; (ii) the making of any levy, seizure or attachment of the collateral; (iii) the occurrence of any of the events referred to in Section 19.02 of this Lease; thereupon or at any time thereafter while such default has not been cured, Landlord shall have all the remedies of a secured party under the laws of the State of Michigan, including, without limitation, the right to take possession of the collateral and, for that purpose, Landlord may enter upon the leased premises and remove the same therefrom. Landlord hereby agrees to give Tenant ten (10) days' prior written notice of any public sale of the collateral or of the date after which any private sale or any other intended disposition thereof is to be made; and at any such sale, Landlord may purchase the collateral. This Security Agreement, and the security interest created in such collateral hereby, shall be terminated if all rental due herein is paid in full and Tenant is not otherwise in default hereof upon the expiration or earlier termination of the term hereof.

ARTICLE IX. MAINTENANCE OF LEASED PREMISES

SECTION 9.01. LANDLORD'S OBLIGATIONS FOR MAINTENANCE. Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the leased premises are located and the structural portions of the leased premises which were originally installed by Landlord; (exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls) in repair, except that Landlord shall not be called upon to make any repairs occasioned by the act of negligence of Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as may be required under Articles XVI and XVII hereof.

SECTION 9.02. TENANT'S OBLIGATIONS FOR MAINTENANCE. (a) Except as provided in Section 9.01 of this Lease, Tenant shall keep and maintain in good order, condition and repair (including replacement of parts and equipment if necessary) the leased premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, storefront, all plumbing and sewage facilities within the leased premises, including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the leased premises), sprinkler system, walls, floors and ceilings. The plumbing and sewage facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be introduced therein. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees or contractors.

(b) Tenant shall keep and maintain the leased premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise affecting the leased premises. If Tenant refuses or neglects to commence or complete repairs required by sub-paragraphs (a) and (b) hereof promptly and adequately, Landlord may, but shall not be required to do so, make all or any part of said repairs and Tenant shall pay the cost thereof to Landlord upon demand, non-payment of which shall entitle Landlord to exercise any remedy available to it in the event of the non-payment by Tenant of rental or any other charges due to Landlord under this Lease. At the time of the expiration of the tenancy created herein, Tenant shall surrender the premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted.

(c) Tenant shall keep the leased premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period, shall carry with it the same consequences as failure to pay any installment of rental.

(d) Tenant, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the building in which the leased premises are located.

ARTICLE X. INSURANCE AND INDEMNITY

SECTION 10.01. LIABILITY INSURANCE. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by Tenant and any subtenants of Tenant in the leased premises, including steam boiler insurance, if applicable, in which the limits of public liability shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00). The policy shall name Landlord, any other parties in interest designated by Landlord and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days' prior written notice. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. The insurance shall be with an insurance company approved by Landlord and a copy of the paid-up policy evidencing such insurance or a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord prior to commencement of Tenant's Work and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

SECTION 10.02. PROPERTY INSURANCE. (a) Landlord agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Landlord's option, special extended coverage endorsements, insuring the improvements to the Shopping Center in an amount determined solely by Landlord, but not less than one hundred percent (100%) of the full replacement cost, if available, and with or without deductible, at the option of Landlord. Tenant agrees, from time to time, to pay to Landlord Tenant's proportionate share of the cost of such insurance, such payment to be made within ten (10) days after receipt of a written statement from Landlord setting forth such cost. The proportionate share to be paid by Tenant shall be computed on the basis that the total number of square feet of floor area in the leased premises bears to the total number of square feet of leased and occupied floor area in the Shopping Center in accordance with the provisions of paragraph 7.02.

(b) Landlord agrees, during the term hereof, to carry rental interruption insurance which insurance may be carried in amounts equal to Tenant's total rental obligation for twelve (12) full months under this Lease plus the total of the estimated costs to Tenant of taxes, assessments, insurance premiums and common area maintenance costs for such twelve (12) month period. Tenant agrees from time to time, to reimburse Landlord for the total cost of such insurance, such reimbursement to be made within ten (10) days after receipt of a written statement from Landlord setting forth such cost.

(c) Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the leased premises, in an amount equal to not less than eighty percent (80%) of the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

(d) Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way tend to increase the insurance rates on said premises and/or the building of which they are a part. If Tenant installs any electrical equipment that overloads the lines in the leased premises, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

SECTION 10.03. COVENANT TO HOLD HARMLESS. Tenant covenants to indemnify Landlord, and save it harmless (except for loss or damage resulting from the negligence of Landlord, its agents or employees) from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the leased premises or the occupancy or use by Tenant of the leased premises or any part thereof, or arising from or out of Tenant's failure to comply with Section 9.02 hereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees. For the purpose hereof, the leased premises shall include the service areas adjoining the same and the loading platform area allocated to the use of Tenant. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred in enforcing the Tenant's covenants and agreements in this Lease.

ARTICLE XI. UTILITY CHARGES

SECTION 11.01. UTILITY CHARGES. (a) Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the leased premises. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the leased premises, Tenant agrees to purchase and pay for same as additional rent, within ten (10) days of the presentation by Landlord to Tenant of bills therefor, at the applicable rates filed by the utility company serving the area with the proper regulating authority and in effect from time to time covering such services. The obligation of the Tenant to pay for such utilities shall commence as of the date on which possession of the leased premises is delivered to Tenant, as provided for in Article I, Section 1.02 of this Lease, without regard to any free rental period or formal commencement date of this Lease.

(b) In no event shall Landlord be liable in damages or otherwise for any interruption or failure in the supply of such electricity, or if either the quantity or character of electricity supplied to Landlord is changed or is no longer available or suitable for Tenant's requirements.

(e) Landlord, at any time at its option and upon not less than one hundred eighty (180) days' prior written notice to Tenant, may discontinue the furnishing of electricity to the leased premises and, in such case, Tenant shall contract for the supply of such electricity with the public utility company supplying electricity to the neighborhood and Landlord shall permit its equipment, to the extent available (other than high voltage transformers and meters), suitable and safely capable therefor, to be used for the purpose of supplying such electricity.

ARTICLE XII. OFF-SET STATEMENT, ATTORNTMENT AND SUBORDINATION

SECTION 12.01. OFF-SET STATEMENT. Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to Landlord a statement, in writing, certifying (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off -set or defense thereto, (d) the amount of rent, if any, paid in advance, and (a) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that, in fact, such facts are accurate and ascertainable.

SECTION 12.02. ATTORNTMENT. In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale, under any mortgage made by Landlord covering the leased premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

SECTION 12.03. SUBORDINATION. Tenant agrees that this Lease shall, at the request of the Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon the leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deeds shall agree to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that upon the request of Landlord, any mortgagee or any trustee, Tenant shall execute whatever instruments may be required to carry out the intent of this Section.

SECTION 12.04. REMEDIES. Failure of the Tenant to execute any statement or instruments necessary or desirable to effectuate the foregoing provisions of this Article within ten (10) days upon written request so to do by Landlord shall constitute a breach of this Lease and the Landlord shall have the right by not less than ten (10) days notice to Tenant to declare this Lease terminated and the term ended, in which event, this Lease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the leased premises but shall remain liable as provided in this Lease. Further, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such statements or instruments.

ARTICLE XIII. ASSIGNMENT AND SUBLETTING

SECTION 13.01. NO ASSIGNMENT AND SUBLETTING. Notwithstanding any provision herein to the contrary or reference herein to concessionaires or subtenants or otherwise, Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the leased premises or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from the leased premises (whether as concessionaire,

franchisee, licensee, permittee, subtenant, department operator or otherwise), or to come in, by, through or under it, in all cases either by voluntary or involuntary act of Tenant or by operation of law or otherwise. The sale, issuance or transfer of any voting capital stock of Tenant or Tenant's Guarantor, if any (if Tenant or Tenant's Guarantor, if any, is a corporation the stock of which is not traded on the New York Stock Exchange or the American Stock Exchange), which results in a change in the voting control of Tenant or Tenant's Guarantor, if any, shall be deemed to be an assignment of this Lease within the meaning of this Section 13.01. Any such prohibited act by Tenant or Tenant's Guarantor (or any attempt at same), either voluntarily or involuntarily or by operation of law or otherwise, shall at Landlord's option terminate this Lease, and any purported such act shall be null and void. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing franchises, concessions, licenses, permits, subleases, subtenancies, departmental operating arrangements or the like, or may, at the option of Landlord, operate as an assignment to Landlord of the same. Nothing contained elsewhere in this Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operating arrangement or the like except pursuant to the provisions of this Section. Landlord has entered into this Lease with Tenant in order to obtain for the benefit of the entire Shopping Center the unique attraction of Tenant's trade name set forth in Section 15.01 and the unique merchandising mix and product line associated with Tenant's business as described in section 6.01, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by Tenant as an inducement to Landlord to lease to Tenant.

ARTICLE XIV. WASTE

SECTION 14.01. WASTE OR NUISANCE. Tenant shall not commit or suffer to be committed, any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the Shopping Center. Tenant shall not use or permit to be used, any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing device which will carry sound outside the leased premises.

ARTICLE XV. ADVERTISING, MERCHANTS' ASSOCIATION

SECTION 15.01. CHANGE OF NAME. Tenant agrees (a) to operate its business in the leased premises under the name of so long as the same shall not be held to be in violation of any applicable law, and (b) not to change the advertised name or character of the business operated in the leased premises without the prior written approval of Landlord, and (c) to refer to the Shopping Center in designating the location of the leased premises in all newspaper and other advertising and in all other references to the location of the leased premises.

SECTION 15.02. SOLICITATION OF BUSINESS. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in the parking area or in other common areas.

SECTION 15.03. MERCHANTS' ASSOCIATION. In the event Landlord elects to form a Merchants' Association for the Shopping Center, then Tenant agrees to become a member of the Merchants' Association upon formation thereof and to maintain such membership in good standing, and to abide by the regulations and cooperate in the activities of such Association throughout the term of this

Lease and any extensions or renewals thereof. The purpose of the Merchants' Association shall be to foster the interest of its members and to encourage its members to deal fairly and courteously with their customers, to follow ethical business practices, and to assist the business of its members by sales promotions and center wide advertising. The annual budget of the Merchants' Association shall be determined by its Board of Directors and Tenant agrees to pay its proportionate share thereof in monthly installments. Nothing in the Bylaws or regulations of the said Association shall be in conflict with the provisions of this Lease, including without limiting the generality of the foregoing, any reasonable rules and regulations adopted pursuant to the provisions of Article XXIII hereof, or in any wise shall effect the right of Landlord. The provisions of this Section shall be deemed to be covenants for the benefit of the Landlord and said Association and shall be enforceable by each of them. Landlord agrees to contribute annually to the Merchants' Association a minimum of 25% of its total annual minimum dues. The proportionate share to be paid by Tenant shall be computed on the basis that the total number of square feet of floor area in the leased premises bears to the total number of square feet of gross leasable floor area in the Shopping Center.

In lieu of the Merchants' Association, Landlord shall have the right, at its sole discretion, to establish a promotion fund for the Shopping Center and Landlord shall have the right to cause Tenant to pay that amount which it would, have contributed to the Merchants' Association as its assessment for the promotion fund. The promotion fund shall be used by Landlord to pay all costs and expenses associated with the formulation of carrying out an ongoing program for the promotion of the Shopping Center in order to attract customers to the Shopping Center.

ARTICLE XVI. DESTRUCTION OF LEASED PREMISES

SECTION 16.01. RECONSTRUCTION OF DAMAGED PREMISES. In the event the leased premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord pursuant to Section 10.02 of this Lease, as to become partially or totally untenantable, the damage to the leased premises shall be promptly repaired by Landlord, to the extent of any proceeds received from such insurance, unless Landlord shall elect not to rebuild as hereinafter provided, and a just and proportionate part of the fixed minimum rental and all other charges shall be abated, and the minimum gross sales above which annual percentage rental is computed shall be reduced by the same proportion, until so repaired. The obligation of Landlord hereunder shall be limited to reconstructing the leased premises in accordance with the initial plans and specifications for the construction of the leased premises. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than thirty-five percent (35%) of the leased premises or more than thirty-five percent (35%) of the floor area of the building in which the leased premises are located shall be destroyed by fire or other casualty, or if, during the last two (2) years of the term hereof, more than twenty-five percent (25%) of the leased premises or of the floor area of the building in which the leased premises are located shall be damaged or destroyed by fire or other casualty, then Landlord may elect either to repair or rebuild the leased premises or the building of which the leased premises are a part, as the case may be, or to terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within one hundred twenty (120) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the leased premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction.

SECTION 16.02. WAIVER OF SUBROGATION. Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ARTICLE XVII. EMINENT DOMAIN

SECTION 17.01. TOTAL CONDEMNATION OF LEASED PREMISES. If the whole of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking.

SECTION 17.02. PARTIAL CONDEMNATION. (a) If any part of the leased premises shall be taken under eminent domain, or if less than the whole but more than thirty percent (30%) of the building in which the leased premises are located shall be taken under eminent domain, then Landlord and Tenant shall each have the right to terminate this Lease and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking. In the event neither party exercises said right of termination, the lease term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay-rent up to that day, with appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter all the terms herein provided shall continue in effect, except that the fixed minimum annual rental shall be reduced in proportion to the amount of the leased premises taken and the minimum gross sales above which annual percentage rental is computed and payable shall likewise be proportionately reduced and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building as originally installed by Landlord, so as to constitute the remaining leased premises a complete architectural unit.

(b) If more than thirty percent (30%) of the common areas shall be taken under the power of eminent domain, Landlord may by written notice to Tenant within ten (10) days after such taking, terminate this Lease and declare the same null and void.

SECTION 17.03. LANDLORD'S AND TENANT'S DAMAGES. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the leased premises; provided, however, that Landlord shall not be entitled to the award made for depreciation to, and cost of removal of Tenant's stock and fixtures.

ARTICLE XVIII. DEFAULT OF THE TENANT

SECTION 18.01. RIGHT TO RE-ENTER. In the event of any failure of Tenant to pay any rental or other charges due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms; conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been mailed to Tenant, or if

Tenant shall abandon the leased premises, or permit this Lease to be taken under any writ of execution, then the Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of reentry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

SECTION 18.02. RIGHT TO RELET. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs, and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the leased premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur, by reason of such breach, including the cost of recovering the leased premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

SECTION 18.03. LEGAL EXPENSES. In case suit shall be brought for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

ARTICLE XIX. BANKRUPTCY OR INSOLVENCY

SECTION 19.01. TENANT'S INTEREST NOT TRANSFERABLE. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code.

SECTION 19.02. TERMINATION. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's Guarantor, if any, or his executors, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State Act or the Bankruptcy Code or if Tenant is adjudicated insolvent by a Court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the leased premises but shall remain liable as herein provided.

SECTION 19.03. TENANT'S OBLIGATION TO AVOID CREDITORS PROCEEDINGS. Tenant or Tenant's Guarantor shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under any insolvency law except under the Bankruptcy Code or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 19.03 shall be deemed a material breach of Tenant's obligations hereunder, and this Lease shall thereupon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this Lease or in law.

SECTION 19.04. RIGHTS AND OBLIGATIONS UNDER THE BANKRUPTCY CODE. (a) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (1) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operations" as provided in Section 6.02 of this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (2) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the leased premises an amount equal to all minimum rent and other charges otherwise due pursuant to this Lease and to pay percentage rent monthly at the percentage set forth in this Lease on all sales during such month less minimum rent actually paid in such month; payment of all such percentage rent to be made by the 10th of the succeeding month; and (3) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter VII of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter, and (4) to give Landlord at least forty-five (45) days' prior written notice of any proceeding relating to any assumption of this Lease; and (5) to give at least thirty (30) days' prior written

notice of any abandonment of the leased premises; any such abandonment to be deemed a rejection of this Lease; and (6) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; and (7) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (8) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(b) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(c) It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Bankruptcy Code.

(d) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (1) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (2) the deposit of an additional sum equal to three (3) months' rent to be held pursuant to the terms of Section 25.01 of this Lease; and (3) the use of the leased premises as set forth in Section 6.01 of this Lease and the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale are unchanged; and (4) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the leased premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; and (5) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (6) the leased premises, at all times, remains a single store and no physical changes of any kind may be made to the leased premises unless in compliance with the applicable provisions of this Lease.

ARTICLE XX. ACCESS BY LANDLORD

SECTION 20.01. RIGHT OF ENTRY. Landlord or Landlord's agent shall have the right to enter the leased premises at all reasonable times to examine the same, and to show them to prospective purchasers or mortgagees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the leased premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the leased premises to prospective tenants and place upon the leased premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE XXI. TENANT'S PROPERTY

SECTION 21.01. TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this

Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by the Tenant.

SECTION 21.02. LOSS AND DAMAGE. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises, or any part of the premises adjacent to or connected with the premises hereby leased, or any part of the building of which the leased premises are a part, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage or loss of property within the leased premises from any cause whatsoever.

SECTION 21.03. NOTICE BY TENANT. Tenant shall give immediate notice to Landlord in case of fire or accidents in the leased premises or in the building in which the leased premises are a part or of defects therein or in any fixtures or equipment.

ARTICLE XXII. HOLDING OVER

SECTION 22.01. HOLDING OVER. Any holding over after the expiration of the term hereof with the consent of the Landlord, shall be construed to be a tenancy from month to month (at the monthly minimum rental herein specified plus one-twelfth (1/12) of the average annual percentage rent payable hereunder for the three lease years immediately preceding, or the entire portion of the lease term, if less than three lease years), and shall otherwise be on the same terms and conditions herein specified so far as applicable.

SECTION 22.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing.

ARTICLE XXIII. RULES AND REGULATIONS

SECTION 23.01. RULES AND REGULATIONS. Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Shopping Center. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

ARTICLE XXIV. QUIET ENJOYMENT

SECTION 24.01. LANDLORD'S COVENANT. Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease, and any mortgages to which this Lease is subordinate.

ARTICLE XXV. SECURITY PROVISION

SECTION 25.01. SECURITY. The Landlord hereby acknowledges receipt of Tenant's check in the sum of _____ Dollars (\$_____), (provided that such check shall not be deemed payment until honored and paid by the drawee), which sum is to be retained by Landlord as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security, at its option; and Landlord's right to the possession of the leased premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to the Tenant, without interest, when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord in the condition called for under this Lease. In the event that the Landlord repossesses itself of the leased premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the said security upon any damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds.

ARTICLE XXVI. MISCELLANEOUS

SECTION 26.01. WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

SECTION 26.02. ENTIRE AGREEMENT. This Lease, the Exhibits, the Schedules and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises and there are no covenants, promises, agreements conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

SECTION 26.03. INTERPRETATION AND USE OF PRONOUNS. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

SECTION 26.04. DELAYS. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party entitled to such extension hereunder shall give written notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefor. The provisions of this Section 26.04 shall not operate to excuse Tenant from prompt payment of rent, percentage rent or any other payments required by the terms of this Lease.

SECTION 26.05. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid and shall be addressed (a) if to Landlord, at the address first hereinabove given or at such other address as Landlord may designate by written notice, and (b) if to Tenant, at the leased premises or at such other address as Tenant shall designate by written notice.

SECTION 26.06. CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 26.07. BROKER'S COMMISSION. Tenant represents and warrants unto the Landlord that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and Tenant agrees to indemnify Landlord and hold it harmless from all liabilities arising from any such claim arising from an alleged agreement or act by the indemnifying party (including, without limitation, the cost of counsel fees in connection therewith); such agreement to survive the termination of this Lease.

SECTION 26.08. RECORDING. Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recording. Said memorandum or short form of this Lease shall describe the parties, the leased premises, the term of this Lease, any special provisions, and shall incorporate this Lease by reference.

SECTION 26.09. FURNISHING OF FINANCIAL STATEMENT. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition.

SECTION 26.10. LANDLORD'S USE OF COMMON AREAS. Landlord reserves the right, from time to time, to utilize portions of the common areas for carnival type shows, rides and entertainment, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, or such other uses which in Landlord's judgment tend to attract the public. Further, Landlord reserves the right to utilize the lighting standards and other areas in the parking lot for advertising purposes.

SECTION 26.11. TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the leased premises including a so-called sale/leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after

the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or Lease shall be delivered to Tenant as required by law. Upon the termination of any such Lease in a sale/leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage to which this Lease is or may be subordinate shall be responsible in connection with the security deposit hereunder, unless such mortgagee or holder of such deed of trust or lessor shall have actually received the security deposited hereunder.

SECTION 26.12. FLOOR AREA. "Floor Area" as used in this Lease means, with respect to the leased premises and with respect to each store area separately leased, the number of square feet of floor space on all floor levels in the leased premises, including any mezzanine space, measured from the exterior faces of exterior walls, store fronts, corridors and service areas, and the center line of party walls. For the purpose of this Lease in determining the gross leasable floor area or the gross leased and occupied floor area of the Shopping Center, there shall be excluded there from the floor area of any premises leased for the operation of a U.S. Government Post Office facility or other governmental facility. No deduction or exclusion from floor area shall be made by reason of columns, stairs, shafts, or other interior construction or equipment.

SECTION 26.13. INTEREST ON PAST DUE OBLIGATIONS. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure default of Tenant under this Lease.

SECTION 26.14. COVENANT OF LANDLORD. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, and neither Landlord nor any of the partners comprising the partnership which is the Landlord shall be liable for any deficiency.

SECTION 26.15. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 26.16. EXAMINATION OF LEASE. The submission of this Lease for examination does not constitute a reservation of or option for the leased premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

SECTION 26.17. LAWS OF THE STATE OF MICHIGAN. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan. If any provision of this Lease or the

application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

In the Presence of:

LANDLORD:

By: _____

Its: _____

TENANT:

By: _____

Its: _____

ACKNOWLEDGMENT OF LANDLORD

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this day of _____ day of _____, 19____, before me personally appeared _____ to me personally known to be the persons who executed the foregoing Lease and acknowledged before me that he/she are duly authorized and did execute same on behalf of _____.

Notary Public, _____ County, Michigan
My commission expires: _____

ACKNOWLEDGMENT OF CORPORATE TENANT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by the _____ of _____, a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____