

Exhibit A – Premises

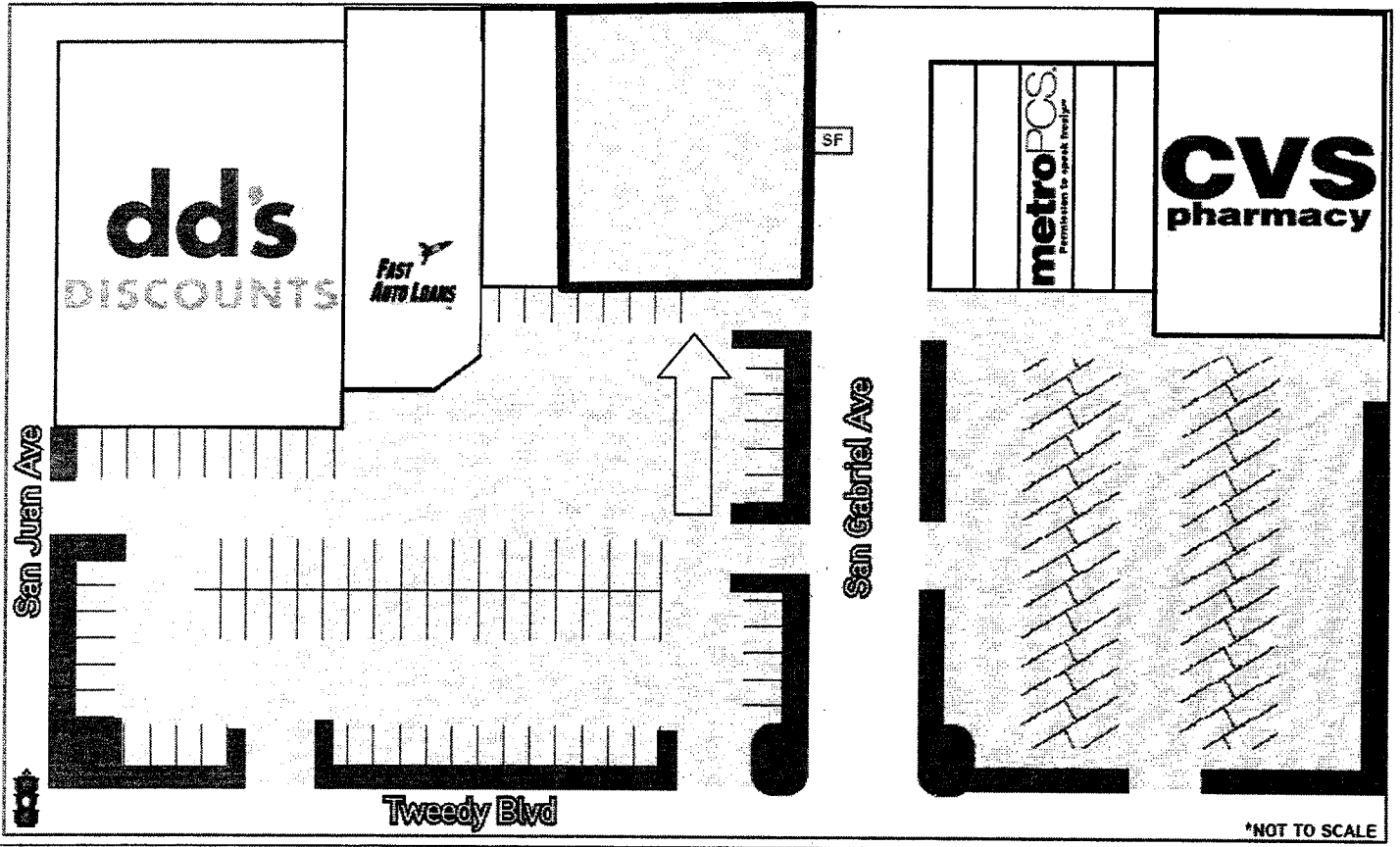
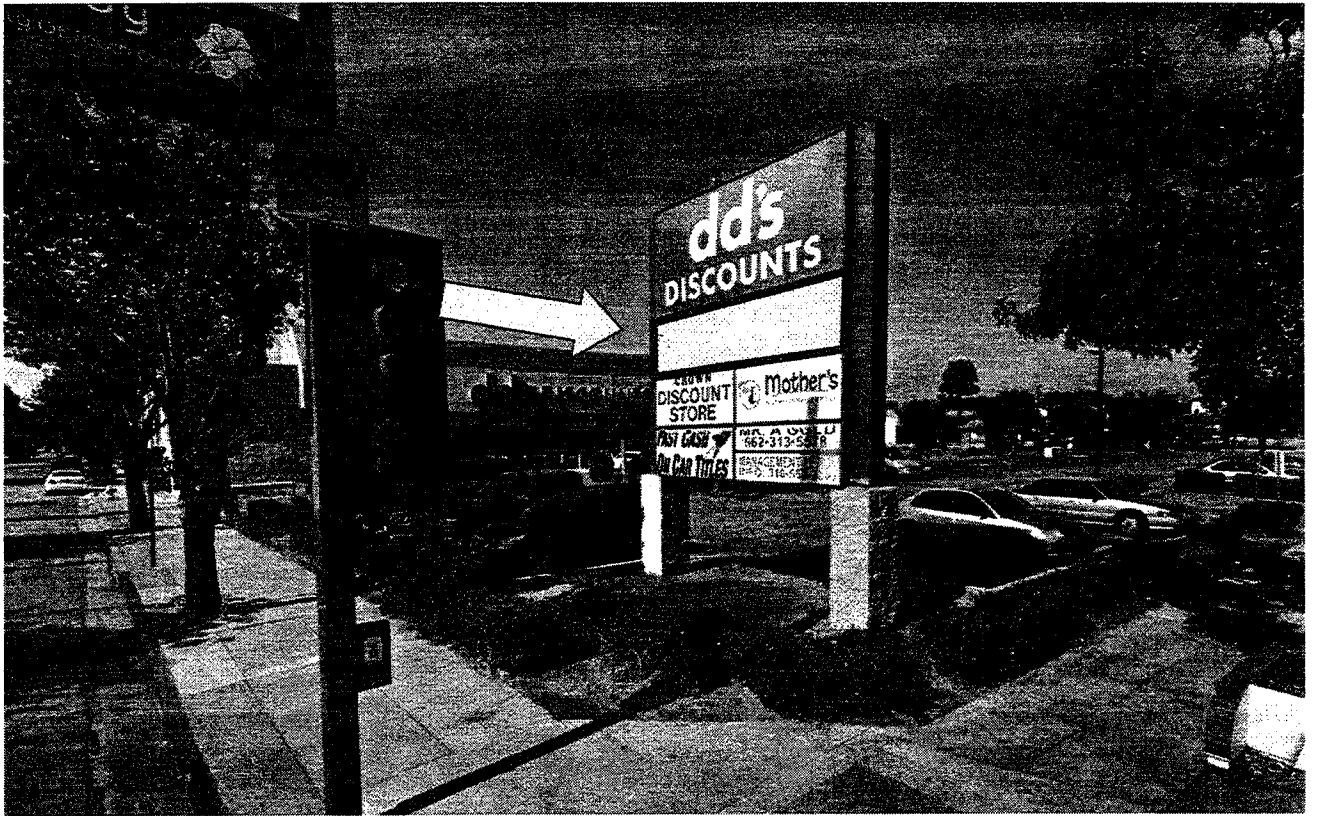


Exhibit B – Pylon Signage



1 the Store, continuously or otherwise, or (when conducting business in the Store) to operate during
2 any particular hours or to conduct its business in any particular manner. Tenant has the sole right in
3 its unrestricted discretion to decide whether or not to operate in the Store and in what manner to
4 conduct operations, if any, and if the Store has more than one (1) customer door ("Excess Customer
5 Doors"), Tenant may, at its option, close any such Excess Customer Doors and operate with only
6 one (1) customer door.

7 **15.3. Protection.**

8 Without the prior written consent of Tenant, which consent may be withheld in the absolute
9 and sole discretion of Tenant and except for (a) the current tenant operating the Payless Shoe Store
10 out of Space D as shown on **Exhibit B**, and (b) the current tenant operating the discount store out
11 of Space C-2 as shown on **Exhibit B**, no tenant or occupant of the Shopping Center (other than
12 Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or
13 occupant of the Shopping Center to (i) use its premises for the Off Price Sale (as hereinafter
14 defined) of merchandise, or (ii) use more than ten thousand (10,000) square feet of Leasable Floor
15 Area of its premises for the sale of apparel (except for discount department stores in excess of
16 eighty-five thousand (85,000) square feet of Leasable Floor Area), or (iii) use in excess of five
17 hundred (500) square feet of Leasable Floor Area of its premises for the sale of silk flowers, picture
18 frames, wedding and other party goods, or (iv) use in excess of four thousand (4,000) square feet of
19 Leasable Floor Area of its premises for the sale of any of the other types of merchandise specified in
20 Section 15.1 above. For purposes of this Section 15.3, "Off Price Sale" shall mean the retail sale of
21 merchandise on an every day basis at prices reduced from those charged by full price retailers, such
22 as full price department stores; provided, however, this definition shall not prohibit sales events by a
23 retailer at a price discounted from that retailer's every day price. (As of the Effective Date, examples
24 of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, A.J. Wright, Fallas Paredes,
25 Nordstrom Rack, Goody's, Factory 2U, Burlington Coat, Steinmart, Filene's Basement and Beall's
26 Outlet.) If any of the foregoing provisions is violated ("Protection Violation"), commencing on the
27 first day of the Protection Violation and continuing throughout the period of the Protection
28 Violation, Tenant, in addition to all other remedies available at law or in equity, including injunctive
29 relief, shall have the ongoing right, exercisable by written notice to Landlord, either to terminate this
30 Lease or to pay Substitute Rent within fifteen (15) days after the close of each calendar month. The
31 parties agree that the monetary damages to be suffered by Tenant as a result of a breach by Landlord
32 (or Landlord's tenant(s)) of the provisions of this Section 15.3 are difficult to ascertain and that the
33 payment of Substitute Rent, after negotiation, constitutes the best estimate by the parties of the
34 amount of such damage. If Tenant elects to terminate this Lease as provided in this Section 15.3,
35 this Lease shall terminate on a date indicated by Tenant in its notice of termination, which in no
36 event shall be sooner than thirty (30) nor later than ninety (90) days after the date of Tenant's notice
37 of termination. In the event of termination, Landlord shall be obligated to pay Tenant for the
38 Unamortized Cost of Tenant's leasehold improvements in the Store, which costs Tenant agrees to
39 specify in its notice of termination. If Tenant elects to pay Substitute Rent, (a) such payment of
40 Substitute Rent shall be retroactive to the date any such Protection Violation commenced, and
41 Tenant shall deduct any overpayments of Rent from Rent coming due under this Lease, and (b) at
42 such time as all such Protection Violations cease (the "Cure Date"), Rent shall resume at the rate
43 which would have pertained at the Cure Date had the Protection Violation not occurred. The
44 provisions of this Section 15.3 shall apply to any subsequent Protection Violation.

EXHIBIT H EXCLUSIVE USES

PAYLESS SHOES LEASE

Section 5.04 Restrictive Covenant. To the extent that Landlord may lawfully do so, Landlord covenants and agrees that it will not directly or indirectly, lease or rent any additional property within the Development for principal use as a retail shoe store, nor will Landlord, directly or indirectly, permit any tenant or occupant of such property to lease or rent, in any manner, directly or indirectly, any part thereof to a person, firm or corporation for such use. If at any time during the primary or extended terms of this Lease, a person, firm or corporation does so operate a retail shoe store within the Development, then Guaranteed Minimum Rent payable hereunder shall be reduced by fifty percent (50%) while such condition continues to exist. The foregoing shall not be construed to limit Tenants rights or remedies for any violation of this section. This Section 5.04 shall not be operative if the Development is or is a part of a retail development containing more than 200,000 square feet of gross leasable floor area. Nor shall this section be operative against any tenant deriving less than 20% of its total gross sales at the Development from the sale of shoes, or Miller's Outpost or any successor in leasehold interest to Miller's Outpost.