

SHOE CARNIVAL, INC. LEASE
River Oaks West Shopping Center
Calumet City, Illinois
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SHOE CARNIVAL SHOPPING CENTER LEASE

This lease made between Landlord and Tenant, as hereinafter designated, for the premises and upon the terms and conditions set forth in this Lease Agreement.

INTRODUCTORY ARTICLE: BASIC LEASE PROVISION SUMMARY

- (a) **Date of Lease:** February 10, 1999
- (b) **Name and Location of Shopping Center:**
 River Oaks West
 Torrence Avenue & River Oaks Drive
 Calumet City, IL 60409
- (c) **Landlord:** **JUBILEE LIMITED PARTNERSHIP**
 an Ohio limited partnership
- (d) **Landlord's Address:** 1800 Moler Road
 Columbus, OH 43207
 Attn: Law Department
 Landlord's Fed. Tax I. D. #: 31-1382356
- (e) **Tenant:** **SHOE CARNIVAL, INC.**
 an Indiana corporation
- (f) **Tenant's Address:** 8233 Baumgart Road
 Evansville, IN 47711
 Attention: V.P., Real Estate
 Tenant's Fed. Tax I. D. #: 35-1736614
- (g) **Leased Premises:** 144 ft. wide by 87 ft. deep containing 12,528 sq. ft.
- (h) **Original Term:** Ten (10) Years **Option(s) to Renew:** Two 5-year Terms
- (i) **Tenant's Trade Name:** **Shoe Carnival**
- (j) **Commencement Date:** On or about May 7, 1999
- (k) **Expiration Date of Original Term:** January 31, 2010

(l) **Rentals and Payments:**

(i)	<u>Base Rent:</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
	<u>Original Term:</u>			
	Years 1 - 5	\$156,600.00	\$13,050.00	\$12.50
	Years 6 - 10	\$169,128.00	\$14,094.00	\$13.50
	<u>Option Term(s):</u>			
	Years 11 - 15	\$181,656.00	\$15,138.00	\$14.50
	Years 16 - 20	\$194,184.00	\$16,182.00	\$15.50
(ii)	<u>Percentage Rent:</u>	<u>Percentage</u>	<u>Sales Base</u>	
	Years 1 - 5	3%	\$5,220,000.00	
	Years 6 - 10	3%	\$5,637,600.00	
	Years 11 - 15	3%	\$6,055,200.00	
	Years 16 - 20	3%	\$6,472,800.00	

- (iii) **Additional Rent:** Tenant's estimated contributions for current calendar year, based upon Tenant's pro rata share of Shopping Center ("Additional Rent").

	<u>Annual</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
Common Area Maintenance	\$7,516.80	\$626.40	\$0.60
Taxes	\$35,078.40	\$2,923.20	\$2.80
Insurance	\$1,252.80	\$104.40	\$0.10

(First Year Estimate Only) Total: \$ 3.50

- (m) **Use of Leased Premises:** See Article IV

This Introductory Article is intended as a summary of the lease provisions and is subject to and governed by the complete language of the attached lease.

LEASE

THIS LEASE, dated February 10, 1999, by and between JUBILEE LIMITED PARTNERSHIP, an Ohio limited partnership, with offices at 1800 Moler Road, Columbus, Ohio 43207, ("Landlord") and SHOE CARNIVAL, INC., an Indiana corporation, with offices at 8233 Baumgart Road, Evansville, Indiana, 47711, ("Tenant"), WITNESSES THAT, in consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

ARTICLE I

DEMISED PREMISES AND SHOPPING CENTER

1.01. Premises. Landlord hereby lets and demises to Tenant, and Tenant hereby leases from Landlord the storeroom outlined on Exhibit A, which is attached hereto, consisting of approximately 12,528 sq. ft., width 144 ft., depth 87 ft., (the "Leased Premises") located at River Oaks West Shopping Center, Southwest Corner 159th Street and Torrence Avenue, in Calumet City, County of Cook, State of Illinois. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Leased Premises, together with the right to maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises which serve other parts of the "Shopping Center", as that term is defined in Section 1.02.

Landlord and Tenant acknowledge that the square footage set forth in this section was not determined by field measurements and that field measurements may disclose a different square footage. Tenant shall have a period of one hundred eighty (180) days from Commencement Date to conduct field measurements by a certified and registered architect, engineer or surveyor, at Tenant's cost and expense. The square footage shall be the number of square feet of floor area measured from the exterior faces of exterior walls and the center line of party walls. If said measurements reflect a square footage which is less than ninety-nine percent (99%) or more than one hundred one percent (101%) of the square footage set forth above, then this Lease shall be amended accordingly and any differences in rent and other charges refunded to Tenant or paid to Landlord, whichever is applicable.

1.02. Shopping Center. The property described on Exhibit A-1 (Site Plan) and Exhibit B (Legal Description) and the improvements located thereon are hereby defined as the "Shopping Center." Exhibit A-1 and Exhibit B are attached hereto and by reference made a part hereof.

1.03. License to Use Common Areas. In addition to use of Leased Premises, Tenant, its customers, and invitees shall have a license to use all the Common Areas of the Shopping Center, including, but not limited to, driveways, parking lots, sidewalks, access roads, landscaped areas, truck serviceways, community loading docks, pedestrian malls (enclosed or open) courts, stairs, ramps, public washrooms, community rooms, parcel pickup stations, etc. subject to Landlord's reasonable rules and regulations.

ARTICLE II

TERM OF LEASE

2.01. Original Term and Commencement Date. The original term of this Lease shall be for a period of ten (10) full Lease Years from the "Commencement Date", as herein defined. The Commencement Date shall be the earlier of the following dates:

- (a) The date upon which Tenant shall open the Leased Premises for business; or
- (b) One Hundred Twenty (120) days from the date Landlord, or its agent, tenders delivery of possession of the Leased Premises to Tenant (the "Possession Date").

Tenant's obligation to pay rent and other charges shall commence on the Commencement Date.

2.02. Lease Year/Partial Lease Year. The term "Lease Year" means a period of twelve (12) consecutive months beginning on the first day of February immediately following the Commencement Date. If the "Commencement Date" is a date other than February 1, then the period from the "Commencement Date" to January 31 shall be a "Partial Lease Year", and Tenant shall pay Base Rent, Additional Rent and other charges during the "Partial Lease Year" at the same rate as would be due in the first "Lease Year."

2.03. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of the Original Term or any permitted extended terms, by mutual agreement of Landlord and Tenant and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy and Tenant shall pay rent and other charges at the same rate as would be due in the Lease Year immediately preceding date of expiration of the Lease, unless Tenant remains in possession, of the Leased Premises, without Landlord's written consent, in which event, Tenant's Base Rent shall be one hundred fifty percent (150%) of the Base Rent in the Lease Year immediately preceding date of expiration of Lease.

2.04. Renewal Option. Provided Tenant is not in default beyond any applicable cure period and provided further Tenant is open for business on the date of the expiration of the Original Term or applicable extended term, Landlord grants to Tenant an option to extend the Original Term for two (2) additional term(s) of five (5) years each commencing at the expiration of the Original Term, upon the same terms and conditions as herein set forth, unless otherwise provided herein. Should Tenant elect to exercise any such option, Tenant shall do so by written notice placed in the U. S. mail, postage prepaid, certified or registered, return receipt requested, or by way of a recognized overnight service such as Federal Express, at least six (6) months before the expiration of the Original Term or the previous renewal term for which an option has been exercised. In the event Tenant does not exercise an option to extend within the period allowed for the next successive additional term, all unexercised options shall become null and void.

ARTICLE III

RENTAL

3.01. Base Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord a Base Rent upon the following schedule, which Base Rent shall be payable in equal monthly installments, in advance without demand, on or before the first day of each calendar month. Any Base Rent for a fractional month after Commencement Date shall be payable along with the first monthly installment, at the same rate as Base Rent for the first Lease Year:

Original Term:	<u>Annual</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
Commencement Date to January 31, 2005:	\$156,600.00	\$13,050.00	\$12.50
February 1, 2005 to January 31, 2010:	\$169,128.00	\$14,094.00	\$13.50
Option Term(s):			
February 1, 2010 to January 31, 2015:	\$181,656.00	\$15,138.00	\$14.50
February 1, 2015 to January 31, 2020:	\$194,184.00	\$16,182.00	\$15.50

3.02. Percentage Rent. In addition to the Base Rent, Tenant shall pay to Landlord throughout the Original Term and any renewal term as Percentage Rent, the following percentages of Gross Receipts in excess of the Sales Base for each Lease Year that Tenant's Gross Receipts exceed the following:

<u>LEASE YEARS</u>	<u>PERCENTAGE RENT</u>	<u>SALES BASE</u>
Years 1 - 5	3%	\$5,220,000.00
Years 6 - 10	3%	\$5,637,600.00
Years 11 - 15	3%	\$6,055,200.00
Years 16 - 20	3%	\$6,472,800.00

3.03. Gross Receipts. This term "Gross Receipts" is hereby defined to mean receipts from gross sales of Tenant and of all licensees, concessionaires and tenants of Tenant, from all business conducted upon or from the Leased Premises by Tenant and all others, and whether such sales be evidenced by check, credit charge account or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods and merchandise and for services performed on or sold from the Leased Premises, and mail, catalog or telephone orders received or filled at the Leased Premises, all deposits not refunded purchasers and orders taken but filled elsewhere. If any one or more departments or other divisions of Tenant's business shall be sublet by Tenant or conducted by any person, firm or corporation other than Tenant, then there shall be included in Gross Receipts for the purpose of fixing the Percentage Rent all the gross sales of such departments or divisions.

"Gross Receipts" shall not include sales from any of the following:

1. Vending machines;
2. Uncollected checks or credit sales which are written off as bad debts and deducted as an expense. Subsequently collected checks shall be added back to Gross Receipts;
3. Sales, Use or Gross Receipts taxes imposed by federal, state, municipal or other governmental authorities directly on sales which must be paid by Tenant;
4. Occupation, License Fees or similar taxes;
5. Returned merchandise or transfers between Tenant's stores;
6. Revenue from gift certificates until redeemed at the Leased Premises;
7. Nonretail bulk sales of merchandise, equipment, fixtures or other property outside of the ordinary course of business on the Leased Premises; and
8. Insurance proceeds.

Tenant shall furnish Landlord within thirty (30) days after the end of each calendar month, a certificate setting forth Gross Receipts from the Leased Premises for the prior calendar month, certified as true and correct by an authorized officer or employee of Tenant.

3.04. Payment of Percentage Rent. Within sixty (60) days following the end of each Lease Year in which Gross Receipts from the Leased Premises exceed the Sales Base, Tenant shall pay Percentage Rent as herein provided. Percentage Rent shall be paid no more often than annually.

3.05. Partial Lease Year. Notwithstanding anything to the contrary contained in this Lease, no Percentage Rent shall be paid in any "Partial Lease Year."

3.06. Books, Records, and Audit. Tenant shall keep available at its principal office, a complete and accurate set of records and books showing the Gross Receipts, from the Leased Premises. Tenant may keep its books and records in any format reasonably designed to reflect Tenant's operations in accordance with generally accepted accounting principles (GAAP) and reasonably designed to accurately reflect Tenant's "Gross Receipts". Tenant shall not be required to use any particular type of accounting system or cash register system or to keep any particular type of records such as cash register tapes.

Such records shall be kept for at least twenty-four (24) months following the expiration of a Lease Year and may be inspected by Landlord or its agents during ordinary business hours at Tenant's home office upon at least thirty (30) days notice from Landlord. Landlord's right to audit Tenant's books and records shall be limited to those books and records necessary to establish Tenant's "Gross Receipts" for the Leased Premises only, and Landlord shall exercise such right, not more often than once with respect to any Lease Year and within twenty-four (24)

months after the close of any Lease Year subject to said audit, and not thereafter. Landlord shall pay the cost of said audit, unless Tenant's "Gross Receipts" are understated by at least three percent (3%) in which case Tenant shall pay the cost of the audit and the amount of the underpayment. Landlord recognizes the confidential nature of sales information and agrees to keep said information in strict confidence and will not provide information related to Tenant's business activities, including sales data to any third party, excepting current or prospective lenders, or purchasers, without the express written permission of Tenant.

3.07. Payments. Rental checks are to be made payable to Landlord and mailed to Landlord at its address set forth in the Introductory Article to this Lease, or otherwise as designated by Landlord from time to time in a written instrument delivered to Tenant.

3.08. Cotenants. Notwithstanding the date Tenant is required to commence and continue paying Base Rent, Additional Rent, and other charges, Tenant shall not be required to pay Base Rent and Additional Rent in excess of three percent (3%) of Gross Receipts from the Leased Premises so long as any of the following cotenants are not open for business, fully stocked with current merchandise and operating from the following square footage. Any reduction in rent shall be retroactive to the date such cotenant closed for business. In no event, shall Tenant's Base Rent and Additional Rent, pursuant to this paragraph, be greater than the Base Rent and Additional Rent that would otherwise be due under the terms of this Lease.

In the event the cotenant closes or ceases to operate, Landlord shall have a period of twelve (12) months to replace the cotenant with a similar single user national tenant which sells similar or better quality apparel in at least eighty percent (80%) of the floor space occupied by the cotenant. In the event Landlord fails to replace such cotenant as herein provided and provided that at such time Tenant is open and operating in the Leased Premises, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord. In the event Tenant does not elect to terminate this Lease within sixty (60) days after the expiration of the above twelve (12) month period, Tenant shall resume paying Base Rent, Additional Rent and other charges as provided for in this Lease commencing with the thirteenth (13th) month after the month in which the cotenant ceased to operate.

<u>COTENANT</u>	<u>APPROXIMATE SQUARE FEET</u>
Value City Department Store	102,120

ARTICLE IV

USE AND OCCUPANCY OF THE PREMISES

4.01. Use. Subject to the rights of tenants under existing leases of premises in the Shopping Center, which exclusives and restrictions are set forth on Exhibit G attached hereto and made a part hereof, Tenant shall use the Leased Premises under the trade name it operates a majority of its stores in the States of Illinois and Indiana and only for the following purposes and for no other purpose:

A) Display and sale at retail of men's, women's and children's footwear and accessories related thereto, including, but not limited to athletic sportswear and apparel.

B) Display and sale of miscellaneous promotional items not to exceed ten percent (10%) of the Gross Receipts.

C) Sales of merchandise from tables, carts, and other open displays on the sidewalk in front of the Leased Premises not more than four (4) times per year, not to exceed four (4) weeks in duration each. Tenant will use its best efforts to insure reasonable passage of pedestrian traffic on the sidewalk in front of the Leased Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims and expenses arising from Tenant's negligent use of sidewalk.

D) In order to promote Tenant's Grand Opening of the Leased Premises, Tenant may conduct the activities and/or displays more particularly described on Exhibit C attached hereto and by reference made a part hereof.

E) Tenant may not use the Leased Premises for any of the prohibited uses stated in Section 15.11 of this Lease.

4.02. Store Hours. Provided Tenant is open a minimum of fifty (50) hours per week (but subject to Tenant's right to close as may be otherwise provided in this Lease), Tenant may operate the Leased Premises any number of hours in addition to the regular business hours of the Shopping Center and Tenant may keep its signs lighted any number of hours Tenant deems appropriate and Landlord will provide parking lot lighting adjacent to the Leased Premises during all times while Tenant is open for business. Tenant will pay its proportionate share, along with other tenants which remain open, of any extra utility expense incurred by Landlord as a result of Tenant being open other than regular business hours of the Shopping Center.

4.03. License. Tenant shall have the right to license and/or sublet up to twenty percent (20%) of the total square feet of the Leased Premises to a licensee or a concessionaire for the purpose of a separate concession or leased department within the Leased Premises, provided such licensees' or concessionaires' use does not violate Tenant's permitted uses under this Lease. Said licensee's Gross Receipts shall be included in Tenant's Gross Receipts, and Tenant shall remain liable to Landlord for the performance of all the terms and conditions of this Lease.

4.04. Rules and Regulations. Landlord shall have the right to impose reasonable rules and regulations, applicable equally to all tenants in the Shopping Center, however Landlord agrees not to impose or change any Rule or Regulation which would prohibit Tenant from conducting its business operations in the manner permitted by this Lease on the date of execution. In the event of a conflict between the Rules and Regulations and this Lease, the terms of this Lease shall control the rights of the parties.

4.05. Laws and Waste. Subject to local code requirements and Landlord's obligations to make modifications and improvements to Leased Premises (Section 9.10) as required by law or code, Tenant shall not use the Leased Premises for any unlawful purpose or act; shall commit or permit no waste or damage to the Leased Premises; shall comply with and obey all laws, regulations, or order of any governmental authority or agency, rules and regulations, or orders of any governmental authority or agency, and shall not do or permit anything to be done which will invalidate the fire and extended coverage, public liability and property damage insurance on or as to the Leased Premises and/or the Shopping Center, or increase the premium rates therefor.

4.06. Tenant's Installations and Signage. Tenant may, at its sole cost and expense, and in compliance with all applicable governmental ordinances, laws and regulations, install, display and maintain the following lights, signs, equipment and fixtures inside (except where specifically provided otherwise) the Leased Premises which may be visible from the outside, all of which shall remain the property of the Tenant:

A) A chase of multicolored or clear blinking lights and strip neon of various colors around the window and door frames, inside of Leased Premises, as shown on Exhibit D attached hereto and made a part hereof.

B) Neon signs throughout the inside of the Leased Premises.

C) Interior blinking multicolored lights and decorative strip neon.

D) Professionally prepared signs and static cling graphics on windows and signs throughout the Leased Premises affixed to fixtures advertising current specials and prices, which are changed from time to time.

E) Professionally prepared banners and signs on outside of Leased Premises. Banners will not be hung above the parapet, but shall be hung below Tenant's storefront sign.

F) Flags, pennants, and balloons on the outside of the Leased Premises, advertising special sales and promotions which shall not remain for more than ten (10) days per month and shall not be displayed more than four (4) times annually.

G) 1. Video and other coin-operated amusement games and kiddie rides, not to exceed four (4) (inside only);

2. Loudspeakers, music and other sound reproduction systems, inside and outside the Leased Premises, which shall be operated at a volume so as to not unreasonably disturb other tenants in the Shopping Center; and

3. Various free promotional games such as but not limited to, "Money Machine", "Pop-A-Shot", and "Spin and Win" (inside only).

H) Subject to local code, facia sign or signs having individual letters which may be in a stacked format or a linear format, which letters shall measure approximately 48 inches in height and the overall sign shall not exceed 64 feet in length in the linear format and shall not exceed 311 sq. ft. in the stacked format on the front and, at Tenant's option, rear and side(s) of the Leased Premises and Landlord approves Tenant's storefront in the format described on prototype sign drawing attached hereto as Exhibit D. Landlord recognizes that the sign is an intrinsic part of Tenant's identity and, subject to local governmental permit process, will not be changed to satisfy Landlord sign criteria. Landlord further recognizes that the Tenant's name is a registered trademark and shall permit the inclusion of the letter "R" or other insignia so designating said registration as a part of the sign, the inclusion of which shall not enter into any lineal footage, square footage or percentage computations used in determining maximum allowable sign size.

I) Tenant shall have the option to have permanent panels on the existing monument sign so long as there is room therefor and provided the existing REA, if any, local codes and other tenant leases do not prohibit such signage.

J) Except as otherwise provided herein, after installation Tenant's signs shall be maintained in good condition and repair at all times by Tenant. All sign costs, including electrical power to sign location, shall be borne one hundred percent (100%) by Tenant. Landlord shall not permit any other signs other than Tenant's permitted signs to be displayed on any portion of the Leased Premises, nor will Landlord erect any signs or other structures which will interfere with the public view of Tenant's signage as same exists on Possession Date or as indicated on the Shopping Center Site Plan attached hereto.

ARTICLE V

COMPETITION AND TERMINATION

5.01. Competition. During the term of this Lease and in order to induce the Tenant to enter into this Lease, neither Landlord nor its successors and assigns, officers, directors, shareholders (holding more than ten percent (10%) of its stock), parent, affiliated and subsidiary corporations, or affiliated parties or partners shall, directly or indirectly, use, suffer, permit, or consent to the use or occupancy of any part of the Shopping Center of which the Leased Premises are a part, as a retail shoe store selling men's, women's, or children's shoes and related accessories.

The foregoing paragraph shall not apply to tenants occupying 3,000 sq. ft. or less or to Value City or Kohl's, or any other tenant under an existing lease, unless Landlord recaptures the space occupied by said tenants. Also, the foregoing paragraph shall not apply to any tenants selling footwear as an incidental part of their business.

5.02. Termination. In the event Tenant's Gross Receipts from the Leased Premises do not equal or exceed the sum of \$3,000,000.00 in any one of the first four (4) full Lease Years (Lease Year not to exceed a twelve (12) month period), Tenant may terminate this Lease upon giving Landlord one hundred eighty (180) days written notice. Said notice shall be given within one hundred eighty (180) days after the end of the fourth full Lease Year. If Tenant's Gross Receipts equal or exceed \$3,000,000.00 during any one of the first four full Lease years, then Tenant shall not have the right to terminate this Lease pursuant to the foregoing.

In the event of termination by Tenant pursuant to this Section 5.02, Tenant shall reimburse Landlord, on or before the effective date of termination, the unamortized portion of Landlord's initial construction costs to finish the Leased Premises to Tenant's specifications based upon a ten (10) year amortization period. For purposes of this paragraph, the parties agree that Landlord's initial construction costs to finish the Leased Premises to Tenant's specifications is the sum of \$153,000.00.

5.03. Operations. Tenant agrees to open the Leased Premises for business to the public fully stocked, staffed and fixtured within sixty (60) days after Possession Date and thereafter continuously conduct business in the Leased Premises for at least thirty-six (36) months. Thereafter, Landlord agrees that nothing in this Lease shall compel Tenant to operate a retail shoe store or to keep the Leased Premises open for business. Tenant shall have the right to close its business at the Leased Premises at any time, after the first thirty-six (36) months of operation, provided Tenant shall continue to pay the Base Rent and to make all other payments required of Tenant under this Lease. In the event Tenant closes for business in the Leased Premises for a period of ninety (90) days during any twelve (12) month period, Landlord may terminate this Lease, provided that said option shall not apply if the store is closed by reason of a force majeure, destruction or remodeling which takes longer than ninety (90) days. In the event Landlord elects to terminate this Lease as outlined in this paragraph, Landlord shall give Tenant at least sixty (60) days prior written notice of said intention and Tenant, upon thirty (30) days notice to Landlord within said period, may avoid such cancellation by reopening the business conducted by Tenant, Tenant's sublessees and assigns, within the Leased Premises during such sixty (60) day period.

ARTICLE VI

UTILITY SERVICES

6.01. Landlord will provide the Leased Premises with gas, electric, telephone, water, sewer, and other utilities sufficient to meet Tenant's requirements at the time Landlord delivers possession of the Leased Premises to Tenant. Said utilities shall be provided by Landlord up to the Leased Premises per Tenant's specifications. Tenant shall pay for all utilities used by Tenant in connection with Tenant's use of the Leased Premises. In the event utility service to the Leased Premises is interrupted for more than thirty-six (36) hours during the term of this Lease, Rent shall abate during the period of interruption. Tenant shall pay any security deposits required by any public utility for Tenant's utility service in the Leased Premises.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

7.01. Tenant may assign this Lease or sublet all or any part of the Leased Premises at any time during the Lease Term with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and which consent shall not be denied in any event where (i) such assignment or subletting does not, on Possession Date, violate any then existing exclusive of another tenant open and operating from the Shopping Center; (ii) Tenant shall at all times remain responsible for the payment of rent and all other obligations of the Lease hereunder, unless expressly released in writing by Landlord; (iii) such assignee shall assume in writing all the terms and provisions of this Lease to be performed or observed by Tenant; and (iv) such assignee shall have a minimum tangible net worth of at least \$5 million (determined by an independent certified public accountant satisfactory to Landlord) and a debt to working capital ratio of 1 to 1.5 as determined by said certified public accountant.

Tenant will give Landlord thirty (30) days notice of proposed assignment and of proposed assignee's use in order that Landlord can determine whether said use would violate any applicable restrictions.

Notwithstanding the foregoing and so long as Tenant shall at all times remain responsible for the payment of rent and other obligations hereunder unless expressly released in writing by Landlord, provided Tenant or any operator of this Lease has a net worth and working capital ratio equal to or greater than Tenant at the time of assignment, as determined by Tenant's regular independent outside certified public accountant, Tenant may assign this Lease or sublet all or any part of the Leased Premises, in each case without the prior consent of Landlord, in any of the following cases:

A) to a parent; subsidiary; affiliated corporation; successor to Tenant or the parent of Tenant by way of merger, consolidation, corporate restructuring, purchase of stock or assets, or other similar reorganization; or

B) to any entity that acquires substantially all of Tenant's stores in the States of Illinois and Indiana.

The sale or transfer of any of the Tenant's capital stock or the offering of all or any part of the Tenant's capital stock to the public pursuant to a "public offering" shall not constitute an assignment or subletting as same is defined in this Lease.

ARTICLE VIII COMMON AREA

8.01. Definition. The term "Common Area" means all areas, improvements including the exterior portions of the Leased Premises and other buildings in the Shopping Center, equipment and special services in or at the Shopping Center provided by Landlord for the common or joint use and benefit of tenants of the Shopping Center, their officers, employees, agents, servants, customers and other invitees, including without limitation all parking areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, exterior stairs, comfort and first-aid stations, washrooms and parcel pick-up stations, on-site and off-site signs identifying or advertising the Shopping Center and maintenance buildings.

8.02. Parking. Landlord will maintain, without charge and unreserved a minimum of five (5) clean, hard surfaced, lighted parking spaces for each 1,000 square feet of gross leasable space in the Shopping Center and will maintain that ratio of parking spaces adjacent to the Leased Premises, as shown on the Site Plan, Exhibit A, which spaces will be readily accessible to the Leased Premises by Tenant's customers. Landlord will use commercially reasonable efforts to prohibit employees of other tenants from parking within one hundred (100) feet of the front door of the Leased Premises.

8.03. Parking Control. Landlord will not exact any charge or permit others to exact any charge for the use of Common Areas from customers, invitees, licensees, subtenants, employees of Tenant, or any other tenant in the Shopping Center (i.e. parking meters, pay parking lots or garages, and the like).

8.04. Maintenance. Landlord shall keep the Shopping Center and the common areas thereof in a good state of repair including, but not limited to, keeping same properly cleaned and lighted, free from snow, ice, water, rubbish and other obstructions, maintaining signs, markers and painted lines where appropriate and repainting same when reasonably necessary. Landlord shall provide means and methods of pedestrian and vehicular traffic control, maintaining adequate roadways, entrances and exits and maintaining any plantings and landscaped areas in the Common Areas.

8.05. Obstructions/Access. Landlord will not construct, unless required by code, erect, plant, or permit the construction, erection or planting of any structure, sign, landscaping, or other obstruction of any nature which would: (i) materially and adversely interfere with the sight lines of the public from adjacent parking lots, cotenant stores, and thoroughfares to Tenant's storefront, signage and windows as same exist on the date of this Lease; (ii) materially reduce the number of parking spaces adjacent to the Leased Premises; or (iii) materially diminish the access to or the utility of the service areas serving the Leased Premises.

Landlord covenants and warrants that it will maintain points of ingress and egress to and from the Leased Premises to the adjoining public streets and highways in number and location substantially as shown on the Shopping Center description attached hereto as Exhibit "A".

The Shopping Center Site shall not be expanded or contracted so as to unreasonably increase the total cost of maintaining or insuring the Shopping Center or increase the taxes on the Shopping Center without constructing correspondingly additional leaseable square footage to share in the cost thereof.

8.06. Signage. Landlord shall not permit any signage, other than Tenant's signage, on the roof and exterior walls of the Leased Premises.

8.07. Trash Removal. In the event Landlord fails to provide trash removal services, at competitive rates close to Tenant's rear stock door, Tenant reserves the right to provide for Tenant's trash collection at Tenant's expense. In the event Tenant elects to provide for such collection, Tenant shall not be charged a proportionate share of the Shopping Center's costs of trash collection. In the event a trash enclosure or other screening is required by Landlord or other applicable law or regulation, Landlord shall, at Landlord's expense, provide said structure to Tenant in a location reasonably convenient to Tenant's rear stock door.

8.08. Accounting/Audit. Landlord represents and warrants that it shall maintain its accounting for costs and expenses of maintaining and operating the common areas in accordance with generally accepted accounting principles (GAAP), consistently applied, including Landlord's determination of items which are of a capital nature allowed to be included as part of operating costs and further such capital expenditures shall be amortized or depreciated in accordance with GAAP.

Tenant shall have the right, upon reasonable notice, to audit Landlord's common area maintenance or similar account and if said audit reflects Landlord has overcharged Tenant by more than three percent (3%) for the period audited, Landlord shall pay the cost of said audit and shall immediately reimburse Tenant for all overpayments. Tenant's right to audit shall be limited to once each Lease Year (unless overcharges in excess of three percent (3%) are discovered) and said audit shall be conducted within twenty-four (24) months of the close of any Lease year and not thereafter. Landlord shall maintain accounting records for at least twenty-four (24) months.

In the event of a dispute between Landlord and Tenant's auditors, the parties will jointly select a third certified public accountant to settle said dispute and the decision of said CPA shall be binding on the parties as to that dispute only.

8.09. Common Area Maintenance Costs. During the term of this Lease, Tenant shall pay to Landlord, in addition to the rental specified in this Lease, subject to the limitation herein set forth, its proportionate share of the Common Area Maintenance Costs of the Shopping Center, as described herein.

For the purpose of this Lease, Common Area Maintenance Costs shall include cost and expense incurred in operating, managing, worker's compensation insurance on Shopping Center employees, equipping, lighting, repairing, and maintaining the Common Area of the Shopping Center, including gardening and landscaping, storm drainage systems and other utility systems, sprinkler systems, fire protection and security alarm systems and equipment, traffic control equipment, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, repair and maintenance of paving, depreciation on or rentals of

machinery and equipment used in such maintenance, and cleaning the Common Area, and fifteen percent (15%) of all the foregoing costs to cover Landlord's administrative and overhead costs. The fifteen percent (15%) administrative and overhead charge shall be calculated after the contributions of any tenants paying Common Area Maintenance Costs (excluding contributions for administrative and overhead charges) separately have been deducted. Common Area Maintenance Costs shall not include any of the items described in Section 8.10 hereof.

On the first day of each calendar month during the Lease Term, Tenant shall pay as Additional Rent along with and at the time each monthly installment of Base Rent is due, monthly estimates of Tenant's proportionate share of the Shopping Center's Common Area Maintenance Costs for each Lease Year or Partial Lease Year. Such monthly estimates shall be estimated by Landlord for each Lease Year or Partial Lease Year and shall be provided by Landlord to Tenant at the beginning of each Lease Year or Partial Lease Year. Such amounts shall be held by Landlord for the payment of Shopping Center's Common Area Maintenance Costs. Within thirty (30) days after demand by Landlord, Tenant shall pay to Landlord the amount, if any, by which Tenant's proportionate share of the Shopping Center's Common Area Maintenance Costs is more than the monthly estimates. In the event the monthly estimates are greater than the amounts actually due, the amount, if any, shall be refunded to Tenant.

Tenant's proportionate share of the Common Area Maintenance Costs shall be calculated by dividing the total Common Area Maintenance Costs by the gross leasable floor area of the Shopping Center, excluding the floor area in buildings not owned or maintained by Landlord. The resulting quotient shall be then multiplied by the gross leasable floor area of the Leased Premises and the resulting product shall be the Tenant's proportionate share of the Common Area Maintenance Costs.

8.10. Exclusions. Common Area Maintenance Costs, or any other additional charges set forth in this Lease and charged to Tenant shall not be duplicated under any other paragraph or identified as any other charge however described in this Lease. Tenant shall not be required to participate in any costs and/or expenses incurred in connection with the original construction of the Leased Premises, Shopping Center, including the common areas, or any major renovation, including roof replacement and parking lot replacement.

Notwithstanding anything to the contrary contained in the Lease, in no event shall Common Area Maintenance Costs include nor shall Tenant pay as a part of Tenant's Common Area Maintenance Costs any of the following expenses:

- A) fines, penalties, costs, expenses, or interest thereon, and/or liabilities arising out of or connected with Landlord's breach of the Lease or imposed upon Landlord or any cotenant by any governmental authority for violations of applicable local, State and/or Federal laws applicable to the Leased Premises and the Shopping Center and including, but not limited to, laws relating to hazardous materials;
- B) advertising and/or promotional expenditures, except for seasonal decorations;
- C) items or services for which Landlord has been reimbursed or pays third persons or with respect to which Landlord provides selectively to one or more tenants or occupants of the Shopping Center other than Tenant, without reimbursement;
- D) renovating or otherwise improving or decorating, painting or redecorating space for other tenants or vacant space, other than ordinary maintenance provided to all tenants;
- E) costs which are incurred in connection with prospective tenants, including brokerage fees and commissions for the sale or leasing of space in the Shopping Center, legal fees and other costs incurred to enforce leases against other tenants, as well as the cost of providing additions, alterations, improvements or individual services for a particular tenant as contrasted to tenants in general, including without limitation, attor-

ney's fees for actions regarding a particular tenant, negotiations of leases, brokerage commissions, rent concessions and build-out allowances;

F) compensation paid to clerks, attendants or other persons in connection with lottery or other concessions operated by Landlord, unless such clerks are employed for purposes of operating the Shopping Center in addition to such lottery concessions;

G) Landlord's expenses which are reimbursed by insurance proceeds, or others;

H) interest on debt or amortization, interest or debt on any mortgages, rental under any ground or underlying lease or any finance charges or closing costs incurred in connection with the purchase, refinancing or original construction of the Shopping Center;

I) wages, salaries or other compensation paid to any executive or employee above the grade of Shopping Center Manager;

J) the costs of cleanup, removal, or abatement of Hazardous Materials or emissions at the Shopping Center, unless Hazardous Materials are the result of Tenant's operations or failure to control operations or introduced by Tenant's contractors or vendors hired or used by Tenant ;

K) principal and interest payments pursuant to any mortgage which encumbers the Leased Premises or Shopping Center;

L) Landlord's administrative charges, management fees, costs, expenses, fees or other compensation paid to property management firms for management of the Shopping Center, if any, for maintaining Common Areas exceeding fifteen percent (15%) of the Common Area Maintenance Costs chargeable to Tenant and no such charge shall be applied to any Taxes or Insurance Premiums under this Lease;

M) excess premiums for insurance covering the Common Areas occasioned by the extra-hazardous use or activities of occupants other than Tenant;

N) expenses incurred due to the negligence of Landlord or any occupant of the Shopping Center or their respective agents, employees, or contractors;

O) costs for repairs or replacements due to faulty construction, design, workmanship, costs to repair structural components, or materials;

P) capital expenditures except as expressly permitted in Section 8.09; and

Q) reserves for replacement.

The charges for any services or materials, including those provided by affiliates or related parties of Landlord, which are included in operating costs shall be competitive with charges for similar services or materials furnished by other independent contractors or suppliers in the area where the Shopping Center is located.

ARTICLE IX

CONSTRUCTION, TURNOVER AND MAINTENANCE

9.01. Turnover and Construction. Landlord shall deliver the Leased Premises to Tenant immediately upon execution of this Lease by Landlord and Tenant, in an "as is" condition, except Landlord shall provide at Landlord's separate cost if necessary: (a) removal of any Hazardous Materials required by governmental code; and (b) any repairs necessary so that the roof shall be sound and watertight.

Subject to the above and Landlord's obligation to reimburse Tenant as hereinafter provided, Tenant, at Tenant's expense, shall perform all of the work described on the plans and specifications prepared by Architectural Design Guild, dated December 17, 1998. Landlord shall reimburse Tenant for the cost of providing "Tenant's Work" as described on the above plans and for the cost of enhancing the facade of the Leased Premises as provided for in the plans and specifications prepared by Phillip M. LeBoy Architects, dated January 12, 1999.

Landlord and Tenant agree that Landlord will reimburse Tenant a sum not to exceed \$535,878.00 (the "Tenant Allowance") to perform "Tenant's Work," including enhancement of the facade of the Leased Premises, subject to the following conditions:

Landlord shall pay said Tenant Allowance within fifteen (15) days after completion of the following:

- A) Tenant's Work have been completed;
- B) Tenant has delivered to Landlord executed unconditional lien waivers and releases for all contractors, subcontractors and materialmen who performed work or supplied materials in connection with Tenant's Work in excess of \$5,000.00 (in no event shall the aggregate amount of work for which Tenant does not furnish lien waivers exceed \$25,000.00);
- C) Any required inspections to Tenant's improvements by governmental agencies have taken place and passed such inspections; and
- D) Tenant has opened and is operating in the Leased Premises.

9.02. Tenant's Work. All work and items described as the Tenant's Work on the above construction plans and specifications shall be furnished and installed by Tenant at Tenant's expense. Tenant shall not begin installing the Tenant Improvements prior to turnover of possession to Tenant. Subject to the foregoing, Landlord shall give access and entry to the Premises to Tenant and its contractors and subcontractors, provided, however, that if such entry is prior to turnover, Tenant and Tenant's contractors will not interfere with Landlord's work.

Tenant will indemnify and save Landlord harmless against claims for bodily injury, property damage, and worker's compensation claims of employees of Tenant's contractors and subcontractors arising out of Tenant's work.

9.03. Warranties. Landlord represents and warrants that upon turnover of Leased Premises to Tenant, the Leased Premises and Shopping Center shall comply with each and every zoning, building, environmental, health and safety code of each public entity and otherwise shall be free of hazardous materials and emissions.

9.04. Landlord's Maintenance of Leased Premises. During the Term of this Lease and extensions thereof, Landlord, at Landlord's expense, shall be responsible for the maintenance and repair of the following components of the Leased Premises (and, to the extent the Leased Premises is affected, adjacent premises to the Leased Premises and the Shopping Center):

- A) foundation, concrete pad (slab), exterior walls, storefront (including fascia and parapet), shell and other structural components (including glass breakage and any damages to the exterior door and window systems which are caused by failure of the components of the Leased Premises which Landlord is required to maintain i.e. foundation, slab, roof, exterior walls, etc., and excluding glass breakage not caused by structural failure and normal wear and tear);
- B) sprinkler system and other fire protection equipment. Tenant recognizes the cost of maintenance of sprinkler system and alarm system may be included in Common Area Maintenance Costs (any cost to modify sprinkler system and fire protection systems after initial construction/installation by Landlord required by Tenant's operations shall be at Tenant's expense);

- C) roof, canopy, downspouts, awnings, gutters, etc.;
- D) utilities and metering devices, not otherwise provided by utility or other companies located outside the Leased Premises and any such devices which do not exclusively service the Leased Premises, wherever located;
- E) electrical transformers and related equipment; and
- F) pylon signs (excluding Tenant furnished panels). Tenant will maintain Tenant's panel and will pay its proportionate share of pylon sign maintenance.

Notwithstanding the foregoing, the costs of painting and other routine maintenance of the exterior of the Leased Premises and the Shopping Center, the routine maintenance of the sprinkler system, fire alarm systems, roof, canopy, awnings, gutters, utilities, metering devices, and electrical transformers may be included in Common Area Maintenance Costs. The cost of maintaining any pylon signs may be allocated to the tenants displaying panels on the pylon signs proportionate to the size of their respective panels.

In the event Tenant makes any repairs to the Leased Premises which are required to be made by the Landlord after reasonable notice is made to the Landlord (notwithstanding any minimum notice requirements of this Lease), considering the circumstances and the nature of the repairs required, Landlord shall promptly reimburse Tenant for all reasonable costs incurred by Tenant in making said repairs.

The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which events those Articles shall control.

9.05. Tenant's Maintenance of the Leased Premises. Tenant shall keep and maintain the Leased Premises and every part thereof, including, without limitation, the exterior and interior portions of all doors, windows, plate glass (except damage caused by structural failure or subsidence) in the Leased Premises, all heating, ventilating and air-conditioning, subject to Section 9.03 above, and electrical equipment and apparatus, plumbing and sewage facilities within the Leased Premises, fixtures, interior walls, floors but not slab, ceilings, signs and all interior building appliances and similar equipment, in good repair, attractive, and in a clean, orderly, safe and sanitary condition (but excluding the items that are Landlord's responsibility herein).

In the event Landlord makes any repairs to the Leased Premises which are required to be made by the Tenant after reasonable notice is made to the Tenant (notwithstanding any minimum notice requirements of this Lease), considering the circumstances and the nature of the repairs required, Tenant shall promptly reimburse Landlord for all reasonable costs incurred by Landlord in making said repairs.

9.06. Damages. Intentionally deleted.

9.07. Tenant's Construction Defects. Tenant shall be responsible for defects in construction performed by Tenant or Tenant's contractors and for any damages caused by Tenant's activities, and Tenant shall promptly repair same.

9.08. Fixture Allowance. In the event Landlord is to provide fixture or other construction allowances and same are not paid in accordance with their terms, Tenant may deduct same from rent due Landlord including a late penalty of ten percent (10%) of the amount due, plus interest at the rate of twelve percent (12%) per annum.

9.09. Remodeling. Tenant, at Tenant's expense, shall have the right to remodel the Leased Premises any time during the term of this Lease with Landlord's consent, which will not be unreasonably withheld or delayed, provided Tenant does not make any structural changes affecting the physical integrity of the building or the exterior appearance of the Leased Premises

and provided Tenant furnishes Landlord with copies of construction plans. Any work done by Tenant shall be performed at a quality level commensurate with the original construction. Tenant shall obtain all necessary building permits or occupancy permits and shall deliver a copy to Landlord. Tenant shall thereafter be responsible for maintenance and repair and replacement of such remodeling work.

Notwithstanding the foregoing, Tenant may make interior nonstructural modifications to the Leased Premises not exceeding \$25,000.00 in aggregate cost per year (excluding cost of carpet) without Landlord's prior consent.

9.10. Modifications and Improvements. Throughout the term of this Lease or any extended term the Tenant shall be required to furnish and install, at its expense, any modifications to the interior components of the Leased Premises which it is otherwise required to maintain, which are required by changes in local building codes, Americans With Disabilities Act, or other applicable laws or regulations. Landlord shall be required to furnish and install, at its expense, any such modifications to the Shopping Center or to the components of the Leased Premises which it is otherwise required to maintain, i.e. steel structure and slab, except in the event such modifications are due to Tenant's specific use of the Leased Premises, in which event, such modifications shall be completed at the sole cost and expense of the Tenant.

9.11. Landlord's Construction Records and Plans. Intentionally deleted.

9.12. Mechanic's Liens. No person or entity shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Leased Premises or the Shopping Center, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Leased Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Leased Premises, or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to creation of any lien. In the event that any such lien shall be filed against the Leased Premises or Shopping Center, Tenant shall cause such lien to be released within thirty (30) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as Additional Rent hereunder at the next rental payment date.

ARTICLE X

INSURANCE AND INDEMNIFICATION

10.01 (a). Insurance to be Furnished by Tenant. During the term of this Lease, Tenant shall, at its sole cost and expense, provide and maintain or cause to be provided and maintained with respect to the Leased Premises, comprehensive general public liability, including product liability, insurance, including a contractual liability endorsement, protecting Landlord and Tenant (naming Landlord as additional insured) against any and all claims for damages to person or property or for the loss of life or of property occurring within the Leased Premises such insurance to afford protection to the limits of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, death, or property damage from any one accident or occurrence, and to the limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for fire legal liability with policy aggregate limit of One Million Dollars (\$1,000,000.00). All liability policies shall be written on an occurrence form. Tenant may use deductibles Tenant customarily carries in the conduct of its business; however, Tenant shall be responsible for all liabilities not covered by deductibles or self-insured retention levels.

10.01 (b). During the term of this Lease, Tenant shall, at Tenant's sole cost and expense, obtain worker's compensation insurance meeting the requirements of the state workers compensation laws and employer liability insurance at Tenant's sole cost and expense covering

all employees. Tenant shall also insure all contractors, sub-contractors, vendors, leased employees, and temporary employees are properly insured for workers compensation. Tenant agrees to indemnify Landlord for all expenses including compensation, legal or punitive damages as a result of claims, actions or suits resulting from Tenant's employees, vendors, contractors, sub-contractors, leased employees, temporary help or employees.

10.01 (c). During the term of this Lease, Tenant shall, at Tenant's sole cost and expense, provide umbrella insurance with a minimum of Ten Million Dollars (\$10,000,000.00) policy(ies) aggregate which policies list comprehensive general liability and worker's compensation policies indicated in Section 10.01 (a) and Section 10.01 (b) as underlying policies naming Landlord as additional insured.

10.01 (d). During the term of this Lease, Tenant shall, at its sole cost and expense, provide, maintain or cause to be provided and maintained insurance on contents, fixtures, and equipment owned by Tenant or in Tenant's control, including plate glass (except plate glass covered as a result of a peril insured by Landlord's building insurance described in 10.02; however, Tenant shall be responsible for damage to plate glass as a result of vandalism or other damage). Tenant shall not be required to purchase plate glass insurance and may self-insure for such damage, in lieu thereof. Tenant may use deductibles Tenant customarily carries in the conduct of its business; however, Tenant shall be responsible for all liabilities not covered by deductibles or self-insured retention levels.

10.02. During the term of this Lease, Landlord shall, at its sole cost and expense, provide and maintain or cause to be provided and maintained with respect to the Leased Premises, insurance on the Common Areas, the Tenant's store building and all other improvements in the Shopping Center in which the Leased Premises are situated, except for the coverage provided for in Section 10.01 (a), (b), (c), and (d) hereof or required by other Lease Agreements Landlord has or may place into effect. The Landlord covenants and agrees that said insurance shall include protection against all the hazards covered by Fire and Extended Coverage form of insurance policy shall be in amounts which, in the event of damage or destruction, will yield funds adequate to restore the said improvements to at least the condition existing immediately prior to any such damage or destruction without depreciation, if available. Neither Tenant nor any of its affiliates or subtenants shall be liable for any loss or damage, regardless of cause, resulting from fire, flood, act of God or other casualty. Landlord shall also obtain general comprehensive liability insurance for coverage and limits at least equal to that set forth in Section 10.01 (a) and (b) of this Article for all portions of the Shopping Center (other than Leased Premises or required to be insured by other tenants), including the Common Areas, naming Tenant and Tenant's parent corporation and affiliates as additional insured(s) for any and all claims for damages to persons or property or loss of life or property occurring upon, in or about the Common Areas and remainder of the Shopping Center. Landlord may use deductibles Landlord customarily carries in the conduct of its business; however, Landlord shall be responsible for all liabilities not covered by deductibles or self-insured retention levels.

10.03. Policy Forms and Deductibles. All insurance provided for in this Article X shall be effected under standard form policies issued by insurers of recognized responsibility, with an A. M. Best rating of "A" or better, authorized to do business in the state in which the Leased Premises are located; provided however, that Landlord or Tenant may self-insure any of the amounts herein stated so as long as such self-insurance does not exceed ten percent (10%) of Landlord's or Tenant's net worth, respectively, as computed in accordance with generally accepted accounting principles consistently applied by Landlord or Tenant as applicable. Landlord and Tenant may use deductibles either party customarily carries in the conduct of its business; however, each party shall be responsible for all liabilities not covered by deductibles or self-insured retention levels. Either party may self-insure as long as such self-insurance does not exceed ten percent (10%) of such party's net worth as computed in accordance with generally accepted accounting principles consistently applied. Notwithstanding the foregoing sentence, Tenant agrees Landlord may self-insure through its affiliate Schottenstein Stores Corporation ("SSC") all of Landlord's liabilities and the net worth of SSC shall then apply to the foregoing ten percent (10%) net worth test.

10.04. Proof of Insurance. Prior to the commencement of the term of this Lease, Tenant and Landlord shall furnish the other party with certificates of insurance covering all insurance coverage required herein. All such certificates shall contain a provision that the insurance carrier shall not cancel or modify the insurance coverage in any manner which would materially affect the insurance coverages referred hereunder without endeavoring to give at least ten (10) days' prior written notice thereof to both Landlord and Tenant at their last known address as provided for in this Lease. Current certificates of insurance shall be delivered to both Landlord and Tenant in time sufficient to assure that both Landlord and Tenant shall always possess certificates of insurance evidencing current insurance coverage.

10.05. Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, if being understood that each party shall look solely to its own insurer or self-insurance for reimbursement for any such loss or damage. The parties agree to obtain "waiver of subrogation" clauses in each of their respective casualty insurance policies in order to carry out these release provisions as aforesaid.

10.06. Copies of Policies to be Furnished by Tenant and Landlord. Tenant and Landlord shall furnish the other with certificates of insurance evidencing such coverage and renewals thereof as outlined in the foregoing Sections. All insurance carriers shall be licensed to do business in Illinois. Either party may include any of the insurance coverage required in general or blanket policies.

10.07. Increase in Cost of Insurance. Landlord and Tenant shall neither do nor suffer anything to be done whereby any of the insurance required by the provisions of this Article X shall or may be invalidated in whole or in part. Landlord shall not permit or suffer to be done in any part of the Shopping Center any activities which shall increase the rate of any insurance to be maintained by Tenant over that rate normal and customary for Tenant's type of business (the "base rate"). Should such occur, Landlord shall pay all costs and expenses of such insurance over the base rate for the Shopping Center only. Tenant shall not permit or suffer to be done in any part of the Leased Premises any activities which shall increase the rate of any insurance to be maintained by Landlord over that rate normal and customary for Landlord's rate normal and customary for Landlord's type of business (the "base rate"). Should such occur, Tenant shall pay all costs and expenses of such insurance over the base rate.

10.08. Blanket Insurance. Notwithstanding anything to the contrary hereinabove contained, the Tenant or Landlord, may, at its option, include any of the insurance coverage hereinabove set forth in general or blanket policies of insurance.

10.09. Collection of Insurance Monies. The Tenant and the Landlord shall cooperate with each other in connection with the collection of any insurance monies that may be due in the event of loss and the Landlord shall execute and deliver to the Tenant such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

10.10. Tenant's Proportionate Share of Insurance. Tenant shall reimburse Landlord for its portion of all expenses of worker's compensation for employees of the Shopping Center (up to the grade of Shopping Center Manager), public liability, property damage and other coverages the Landlord commonly carries on the Common Areas and the Shopping Center, which are paid by Landlord or paid on Landlord's behalf for the period covered by the Lease Term.

On the first day of each calendar month during the Lease Term, Tenant shall pay as Additional Rent along with and at the time each monthly installment an estimate of Tenant's proportionate share of the above insurance costs, for each Lease Year or Partial Lease Year. Such monthly estimates shall be estimated by Landlord for each Lease Year or Partial Lease

Year and shall be provided by Landlord to Tenant at the beginning of each Lease Year or Partial Lease Year. Such amounts shall be held by Landlord for the payment of Shopping Center's insurance. Within thirty (30) days after demand by Landlord, Tenant shall pay to Landlord the amount, if any, by which Tenant's proportionate share of the Shopping Center's insurance is more than the monthly estimates at year end. In the event the monthly estimates are more than the insurance premiums actually due, the excess, if any, shall be paid to Tenant.

Tenant's proportionate share of the insurance premiums shall be calculated by dividing the total insurance premiums by the constructed gross leasable floor area of the Shopping Center other than leasable floor area of buildings not owned or maintained by Landlord. The resulting quotient shall be then multiplied by the gross leasable area of the Leased Premises and the resulting product shall be the Tenant's proportionate share of the insurance premiums, which premiums shall be at competitive rates.

10.11. Insurance During Construction, Alteration or Remodeling. During any period of construction pursuant to Section 9.02 hereof, remodeling or alterations, Tenant shall provide at its sole cost and expense, provide and maintain or cause to be provided and maintained with respect to the building described as Leased Premises and property on or off premises, Builder's Risk Insurance with a limit to fully insure the all-risk replacement cost of the building, materials, fixtures, supplies, machinery and equipment. The policy shall also insure machinery, materials and equipment not installed but destined to be a part of the building. The builder's risk policy shall be written on a completed value form naming Landlord, Tenant and all contractors as named insured. Perils covered by the builder's risk policy shall include, but not be limited to, fire and those perils normally covered by a property extended coverage form. Tenant shall provide the above insurance on work Tenant performs and Landlord shall provide same on work Landlord performs.

All contractors and subcontractors used during the remodeling or alterations of the described premises shall provide insurance to/for contractor's equipment which is not destined to become part of the Leased Premises.

Tenant shall provide and maintain or cause to be provided and maintained with respect to the building and Leased Premises, errors and omissions insurance covering the architect(s) who design and/or supervise the construction of the Leased Premises. Such errors and omissions insurance shall have a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and such policy shall be added to umbrella policy(ies) to a total limit of Ten Million Dollars (\$10,000,000.00) per occurrence. Tenant shall provide certificate of insurance to Landlord as proof such policies are in place.

During the period of remodeling or alteration, Tenant shall provide at Tenant's sole cost and expense, provide and maintain or cause to be provided and maintained with respect to the Leased Premises and adjacent areas where materials, equipment, fixtures, etc., may be stored, comprehensive general liability insurance including completed operations insurance, with limits of not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury, death or property damage from any one accident or occurrence, and to the limit of Two Million Dollars (\$2,000,000.00) for products or completed operations and such policy(ies) shall be added to umbrella policy(ies) to a total of Ten Million Dollars (\$10,000,000.00) per occurrence.

Tenant shall require all architect's contractors, subcontractors, vendors, etc. to provide comprehensive general liability insurance with completed operations/product insurance equal to that required of the Tenant indicated in the preceding paragraph, naming Tenant and Landlord as additional insureds. Such insurance shall be evidenced by certificate of insurance to Landlord.

10.12. Indemnity. Subject to paragraph 10.03 above, Tenant SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS Landlord from any loss, liability, cost or expense (including attorney's fees and court costs incurred in the defense thereof) insured or uninsured losses arising out of or in connection with Tenant's construction, alteration, use and occupancy of the Leased Premises and the Shopping Center or any products or services sold, to be sold, stocked, or made available either thereof or from the Leased Premises, including any injuries to

persons or damages to property, unless caused by the intentional or negligent acts or omissions of Landlord, its agents, or contractors.

Subject to paragraph 10.03 above, Landlord SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS Tenant from any loss, liability, cost or expense (including attorney's fees and court costs incurred in the defense thereof) insured or uninsured losses arising out of or in connection with Landlord's ownership, management and maintenance of the Shopping Center, including any injuries to persons or damages to property, unless caused by the intentional or negligent acts or omissions of Tenant, its agents, contractors or employees.

10.13. Litigation. In the event either party shall, without fault on its part, be made a party to any litigation commenced by or against the other, then such party shall protect and hold the innocent party harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the innocent party in connection with such litigation.

ARTICLE XI

DAMAGE, DESTRUCTION OR EMINENT DOMAIN

11.01. Restoration and Termination. In the event that any part of the Leased Premises or the building of which the Leased Premises are a part, including Common Areas, is damaged or destroyed by casualty by fifty percent (50%) or less, the Landlord agrees to use commercially reasonable efforts to restore the Leased Premises and/or the above building, including the Common Areas, within twelve (12) months to a complete architectural unit as nearly like its condition prior to such partial taking or loss as shall be practicable, and if during, and/or after the work of restoration, Tenant is deprived of all or a part of the use of the Leased Premises, Base Rent and other charges due hereunder shall abate for so long as Tenant is deprived of such use, in the same proportion as that portion of the Leased Premises taken or damaged bears to the entire Leased Premises.

In the event more than fifty percent (50%) of the gross leasable area of the Leased Premises and/or fifty percent (50%) or more of the building of which the Leased Premises are a part is damaged, destroyed or taken or in the event Landlord fails to restore the Leased Premises and/or the above building, this Lease shall terminate at the option of either party as of the date of the casualty or the date possession shall be taken by or title shall vest in the taking authority, and Landlord and Tenant shall each be released from any further liability hereunder. Either party shall exercise this option to terminate by notifying the other party in writing within sixty (60) days after the expiration of the above twelve (12) month period or the date of a destruction or taking which exceeds the above percentages. Any such termination shall become effective as of the date of casualty or the day possession shall be taken by or title to the portion taken shall vest in the taking authority; provided, however, that Tenant shall have an additional thirty (30) days, rent free, within which to remove its property from the Leased Premises.

11.02. Damages or Award. All damages awarded in connection with the taking of the Leased Premises, whether allowed as compensation for diminution in value to the leasehold or to the fee of the Leased Premises, shall belong solely to the Landlord; provided, however, if Tenant has made any material leasehold improvements to the Leased Premises, and/or alterations or structural changes and repairs to the Leased Premises, at its own expense, Tenant and not Landlord shall be entitled to claim, in a separate action, an award for the fair market value thereof. In the event Landlord in obtaining its award uses Tenant's cost items, then Tenant shall be entitled, to a proportionate share of Landlord's award based upon said costs. In a separate action, Tenant shall also be entitled to claim an award for loss of business, damage to merchandise and fixtures, removal and reinstallation costs and moving expenses. In the event Tenant elects to terminate this Lease in accordance with Section 11.01, Landlord shall be entitled to all proceeds of Tenant's leasehold improvements of the Leased Premises.

ARTICLE XII

TAXES

12.01. Real Estate Taxes and Assessments. Landlord shall pay all real estate taxes and assessments coming due and payable against all or any part of the Leased Premises, the Shopping Center, and the improvements relating thereto during the Lease Term except improvements installed by Tenant, for which such proportionate share of taxes and assessments shall be paid for by Tenant.

12.02. Reimbursement for Real Estate Taxes. As Additional Rent, Tenant shall reimburse Landlord for a portion of all real estate taxes and assessments payable during the term of this Lease on the Shopping Center, and the improvements relating thereto. Tenant shall pay to Landlord that portion of any such taxes and assessments which the number of leasable square feet of the Leased Premises bears to the total number of square feet of the leasable floor area of the Shopping Center, excluding floor area in buildings or land separately assessed, if any. During the first year and last year of this Lease, Tenant, shall pay only its pro rata share of said taxes based on a partial year's calculation.

On the first day of each calendar month during the Lease Term, Tenant shall pay as Additional Rent along with and at the time each monthly installment of Base Rent is due, monthly estimates of Tenant's proportionate share of the Shopping Center's real estate taxes for each Lease Year or Partial Lease Year. Such monthly estimates shall be estimated by Landlord for each Lease Year or Partial Lease Year and shall be provided by Landlord to Tenant at the beginning of each Lease Year or Partial Lease Year. Within thirty (30) days after demand by Landlord, Tenant shall pay to Landlord the amount, if any, by which Tenant's proportionate share of the Shopping Center's real estate taxes is more than the monthly estimates. In the event the monthly estimates are greater than the taxes actually due, the amount of the difference, if any, shall be paid to Tenant.

Tenant's proportionate share of the real estate tax charges shall be calculated by dividing the total real estate tax charges by the gross leasable floor area of the Shopping Center, excluding floor area in buildings and land separately assessed, if any. The resulting quotient shall be then multiplied by the gross leasable floor area of the Leased Premises and the resulting product shall be the Tenant's proportionate share of the real estate tax charges.

In the event there shall be an additional tax or a different tax substituted for the current ad valorem taxes on the Shopping Center, Tenant shall pay its share of said additional or substituted taxes as hereinabove provided. In no event shall Tenant be required to pay a share of any tax imposed upon rents paid by Tenant to the Landlord or other owner of the Leased Premises, or the Shopping Center, unless such tax is in lieu of or in substitution for an additional real estate tax.

ARTICLE XIII

TENANT'S FIXTURES AND INVENTORY

13.01. Removal of Fixtures. Upon termination of this Lease, Tenant may, but shall not be required to, remove its leasehold improvements and trade fixtures, including, but not limited to, any special lighting, special carpeting, signage, archways, electronic and video equipment and systems (including, but not limited to, POS, sound, telephone, security) even though said trade fixtures may be attached to the real estate. In the event Tenant removes fixtures which are attached to the real estate, the real estate shall be properly repaired (but not finished) if removal causes damage to real estate. Tenant's obligation to repair shall survive the termination of this Lease.

13.02. Encumbrance of Fixtures and Inventory. Tenant shall have the right to finance or encumber Tenant's fixtures and inventory, and no provision in this Lease shall be construed as granting to Landlord a lien on Tenant's fixtures, inventory, or other personal property located on the Leased Premises. Landlord agrees, upon reasonable request, to execute and deliver to Tenant or Tenant's lender a waiver of Landlord's rights in Tenant's fixtures,

inventory, and other personal property in the form attached as Exhibit E or in such other form as may be reasonably requested by Tenant or Tenant's lender.

ARTICLE XIV

DEFAULT

14.01. Event of Default. If Tenant shall fail (i) to pay any Base Rent or Additional Rent, charge or other sum payable hereunder, when due, and shall not cure such failure within ten (10) days after the due date; or (ii) the estate created in Tenant is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant is placed in the hands of a liquidator or receiver or Tenant institutes any proceeding under any federal or state insolvency or bankruptcy law, wherein Tenant seeks to be adjudicated bankrupt or discharged of its debts or any involuntary petition in bankruptcy, insolvency, or for reorganization or arrangement is filed against Tenant pursuant to any federal or state insolvency or bankruptcy law; or (iii) to keep, observe or perform any of the other terms, covenants, and conditions herein to be kept, observed and performed by Tenant for more than thirty (30) days after written notice shall have been given to Tenant specifying the nature of such other default, or if such other default so specified shall be of such nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such thirty (30) day period and shall not thereafter continuously and diligently proceed therewith to completion then and in any one or more of such events (herein referred to as an "Event of Default") Landlord shall have the rights and remedies as hereinafter set forth. If Tenant shall default more than three (3) times in any one twelve month period, notwithstanding that such defaults have been cured after notice as provided above, further default shall be deemed deliberate or habitual and Landlord shall not be obligated to provide Tenant with either written notice or opportunity to cure.

14.02. Remedies. Upon the occurrence and continuance of an Event of Default, Landlord, without further notice to Tenant may do any one or more of the following: (a) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord together with interest thereon at the prime rate quoted in the Wall Street Journal plus three percent (3%) per annum from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand; (b) elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may reenter the Leased Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Leased Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without Landlord becoming liable for any loss or damage occasioned thereby; (c) exercise any other legal or equitable right or remedy which it may have.

14.03. Damages. In the event Landlord exercises any of its remedies herein, including termination of this Lease and/or reentry into the Leased Premises, Tenant shall nevertheless remain liable to Landlord for any rental and damages which may be due to Landlord or sustained by Landlord prior to or subsequent to the exercise of said remedies. Tenant shall also be liable for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including, without limitation, reasonable attorney fees, broker fees, etc. Tenant shall continue to pay all rent and additional charges as the same become due under the terms of this Lease until such time, if any, as Landlord relets same and the Leased Premises are occupied by such successor, it being understood that Landlord shall have an obligation to mitigate Landlord's damages by using reasonable efforts to relet the Leased Premises. Upon reletting, any sums received from such new lessee by Landlord shall be applied first to payment of reasonable costs incident to reletting, including, without limitation, reasonable commissions and build out expenses; any excess shall then be applied to any indebtedness to Landlord from Tenant other than for Base Rent, Additional Rent and Percentage Rent; and any excess shall then be applied to the payment of Base Rent, Additional Rent and Percentage Rent due and unpaid. Separate actions may be maintained by Landlord against Tenant from time to time to recover any damage which at the commencement of any such actions have then become due and payable to Landlord under this Lease without waiting until the end of the current lease term.

In the event Landlord exercises any of its remedies herein, including termination of this Lease and/or reentry into the Leased Premises, Tenant shall nevertheless remain liable to Landlord for any rental and damages which may be due to Landlord or sustained by Landlord prior to or subsequent to the exercise of said remedies. Tenant shall also be liable for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorney fees, broker's fees, etc. Tenant shall continue to pay all rent and additional charges as the same become due under the terms of this Lease until such time, if any, as Landlord relets same and the Leased Premises are occupied by such successor, it being understood that Landlord shall have an obligation to mitigate Tenant's damages by using reasonable efforts to relet the Leased Premises. Upon reletting, any sums received from such new lessee by Landlord shall be applied first to payment of reasonable costs incident to reletting including commissions, build out expenses, and allowances; any excess shall then be applied to any indebtedness to Landlord from Tenant other than for Base Rent, Additional Rent and Percentage Rent; and any excess shall then be applied to the payment of Base Rent, Additional Rent and Percentage Rent due and unpaid. Separate actions may be maintained by Landlord against Tenant from time to time to recover any damages which, at the commencement of any such actions, have then become due and payable to Landlord under this Lease.

14.04. Curing of Defaults. If either party shall default in the performance or observance of any covenant or condition herein contained on that parties' part to be performed or observed for more than the applicable grace period, the other may, on at least ten (10) days' prior notice in writing or without such notice if an emergency shall exist, perform the same for the account and at the expense of other, and the expense of doing so, together with interest thereon at the National City Bank, Columbus, Ohio, prime rate per annum plus 3% per annum, from the date of the advance therefor until paid, shall be due and payable from the defaulting party. If the prevailing party shall incur any expense, including reasonable attorney's fees, instituting, prosecuting or defending any action or proceedings instituted by reason of default, or in performing the obligations of the other as a result of any default, the nonprevailing party shall forthwith reimburse the prevailing party for the amount of such expense.

Notwithstanding the default of the Tenant or any provision of this Lease to the contrary, Tenant shall not be bound by any provision intended to accelerate the due dates for any rent or other charges or which in any manner provides that the rent and other charges (or the present value thereof), reserved by the Landlord for the entire Lease term shall become immediately due and payable prior to the date said rent or other charges would have otherwise become due and payable.

ARTICLE XV

MISCELLANEOUS

15.01. Consent. After considering all relevant circumstances, whenever the consent of either party is required, same shall not be unreasonably withheld.

15.02. Quiet Enjoyment and Non-Disturbance. In addition to the other covenants set forth in this Lease, Landlord hereby covenants and agrees that it is well seized of fee simple title to the Leased Premises and the Shopping Center and has full power and authority to execute and deliver this Lease, and that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable and quiet enjoyment and possession of the Leased Premises and of the rights granted hereunder without any hindrance or disturbance from any person claiming through Landlord, its successors, or any other person, persons or entities.

15.03. Attorney's Fees. In the event either party is required to employ the services of an attorney to judicially enforce its rights under the Lease, the losing party shall reimburse the prevailing party for the prevailing party's reasonable attorney fees and other costs incurred.

15.04. Estoppel Certificate and Subordination and Non-Disturbance. Tenant shall, within thirty (30) days after receipt of written request from Landlord, or Landlord's lender, from time to time, execute and deliver a certificate certifying as follows:

- A) this Lease is unmodified and in full force and effect or, if there has been any modification, that the same is in full force and effect as modified, and stating such modification;
- B) the date of commencement of the term of this Lease;
- C) that all Rent is paid currently without any offset or defense thereto;
- D) the date to which the Rent payable hereunder by Tenant has been paid and the amount of all such Rent, if any, paid in advance,
- E) whether or not there is then existing any claim of Landlord's default hereunder and if so, specifying the nature thereof.

Landlord and Tenant agree that, upon request of the other, and to the extent it is correct, they will execute a certificate with respect to the status of this Lease setting forth that it is in full force and effect and has not been altered, modified or amended (or specifying the nature of same); that there are no defaults of the other party known to the party so certifying (or specifying the nature of any known defaults); and stating the date to which rental has been paid.

This Lease shall be subject, subordinate and inferior to any mortgage that may be placed on the Leased Premises or the Shopping Center. Tenant shall, upon demand, execute any instrument reasonably necessary to effect the foregoing provisions and such other instruments or certificates as reasonably may be requested by any mortgagee or Landlord. At the request of Tenant, Landlord will procure from the mortgagee under any such mortgage and deliver to Tenant an agreement providing, in substance, that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed, or its rights hereunder affected by any such mortgage, and in the event of the foreclosure or any other enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall continue in full force and effect.

15.05. Inspection. Landlord shall have the right, upon reasonable notice unless an emergency exists, to enter the Leased Premises for purposes of inspection and/or making repairs required to be made by Landlord. In such event Landlord will coordinate any such entry with Tenant so as not to interfere with Tenant's business operations unless an emergency exists.

15.06. Force Majeure. 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, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature (other than financial inability) not the fault of the party delayed in performing work or doing any act required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act, including the payment of Base Rent, Percentage Rent, Additional Rent or any other payments required by the terms of this Lease, shall be extended for a period equivalent to the period of such delay.

15.07. Site Plan. At any time throughout the Term, within thirty days after Tenant's written request therefor, Landlord shall provide Tenant with a copy, free of charge, of the most current available site plan of the Shopping Center, which shall reflect: (a) the Gross Leasable Area of the Shopping Center as actually constructed; (b) the names and the exact location of the Gross Leasable Area of the premises occupied by the respective tenants thereof; and (c) those premises in the Shopping Center, if any, which are not then currently occupied and open for business.

The Site Plan, attached as Exhibit A-1, correctly and completely shows, as of the date of this Lease, all improvements on or to be made to the Shopping Center Site which affect Tenant's use and occupancy of the Leased Premises.

15.08. Hazardous Materials. Except if introduced by Tenant, Tenant's vendors, agents or contractors, Landlord agrees that the Leased Premises, the common areas, the premises of cotenants, and all other areas of the Shopping Center shall at all times, during the term of this Lease, be free of any Hazardous Materials (except materials which are lawfully permitted on the Leased Premises and in the Shopping Center). In the event any Hazardous Materials are introduced or exist, except if introduced by Tenant, Tenant's vendors, agents or contractors, Landlord shall promptly cause same to be remediated in accordance with federal, state and local requirements and disposed of as provided by law, at Landlord's expense.

Tenant covenants and agrees that it shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept or stored, or used in or about the Leased Premises or the Shopping Center by Tenant, its agents, employees, contractors or invitees. In the event any Hazardous Materials are introduced by Tenant, its agents, employees, contractors or invitees, Tenant shall immediately cause same to be removed and disposed of as provided by law at Tenant's expense. Tenant agrees to indemnify, defend, and hold Landlord harmless from any claims arising out of Tenant's introduction, storage or use of Hazardous Materials in the Leased Premises.

"Hazardous Material" shall mean (i) any waste, pollutant or contaminant which is or becomes regulated by the federal government or any state, local or other governmental authority (or any agency thereof) having jurisdiction over the Shopping Center and the operations conducted thereon; and (ii) any substance or material which is or becomes regulated by any governmental authority by reason of the hazardous or toxic qualities of such substance or material.

15.09. Zoning. From and after the date of this Lease through the expiration of the Term, the Shopping Center Site will be zoned to permit the use of the Shopping Center (including, without limitation, the Leased Premises) for general retail purposes, further, Landlord will not initiate zoning changes which may harm Tenant's ability to conduct its business as herein outlined.

15.10. Local Codes. The Shopping Center and the Leased Premises will comply with all building, safety, sanitary, and environmental laws, ordinances, rules, codes and regulations of any public entity having jurisdiction thereover unless a defect or violation is caused by Tenant. Tenant shall give Landlord reasonable notice of Tenant caused defects or violations, and Landlord shall have a reasonable time to cure and Tenant shall promptly reimburse Landlord for the reasonable costs to cure Tenant caused defects or violations. Except as provided above, Landlord will, at Landlord's expense, make modifications and improvements that may be necessary throughout the term of this Lease or any extended term to maintain compliance as provided for in Section 9.10 hereof, or as required by applicable law.

15.11. Restrictions. The Shopping Center shall be maintained, operated and managed as a first-class retail project in compliance with all laws, regulations and orders and shall be used and occupied only for normal retail uses customarily conducted in first-class shopping centers; and in no event shall the Shopping Center or any portion thereof be used for an auditorium; meeting hall; bingo hall or a place of public assembly; library; sale or service of automobiles or other vehicles; bar serving alcoholic beverages except as incidental to a restaurant; funeral parlor; massage parlor; animal clinic; discotheque; dance hall (or otherwise for musical/dance reviews or topless/nude shows); karate, gymnasium, skating rink; car wash; off-track betting establishment; game room; amusement arcade, gallery or store; pinball arcade; so-called "flea market"; second hand or used goods store or store selling primarily distressed or damaged merchandise; pool room; bowling alley; so-called "head shop"; night club; school; gun range or gun shop; or any business or use which emits offensive odors, fumes, dust or vapors; is a public or private nuisance; emits loud noise of sounds which are objectionable; creates fire, explosive or other hazard; warehousing, except as incidental to a retail business; adult book store or store selling or

exhibiting sexually explicit materials (all of the foregoing collectively referred to as the "Prohibited Uses"). This Section 15.11 shall not prohibit a dry cleaning pick up store or a retail paint store.

15.12. Easements. Landlord represents and warrants that there are no easements, covenants, or other restrictions affecting the Shopping Center which would prohibit Tenant from conducting business in the manner anticipated by this Lease.

15.13. Waivers. No waiver of any condition or covenant in this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Lease.

15.14. Notices and Certificates. All notices required under this Lease shall be deemed to be properly served if sent by registered or certified mail with return receipt requested (or by way of a recognized overnight service such as Federal Express), to Landlord and Tenant at the "Landlord's Address" and "Tenant's Address" as specified in sub-paragraphs (d) and (f) of the Introductory Article of this Lease, or to such other addresses as Landlord or Tenant may designate in writing delivered to the other party for such purposes. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service. Date of service by overnight service shall be deemed to be the next business day if received by addressee.

15.15. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties thereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

15.16. Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the neuter gender shall include the masculine and feminine genders. This Lease shall be construed without reference to titles of Articles or sections, which are inserted for reference only.

15.17. Lease Memorandum. This Lease shall not be recorded; however, upon request of either party, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease setting forth the parties, description of the Leased Premises, the Original Term, option for extension of the Original Term, options for expansion, if any, and other provisions hereof, the inclusion of which shall be mutually agreed upon by Landlord and Tenant, which memorandum or short form lease may be recorded by either party at any time after the execution of this Lease.

15.18. Complete Agreement. This Lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

15.19. Successors in Interest. The covenants, agreements, terms, conditions, and warranties of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

15.20. Section Headings. The section headings and title headings contained herein are for convenience only and do not define, limit, construe or amplify the contents of such sections.

15.21. Governing Law. This Lease shall be governed by and construed in accordance with the law of the state in which the Leased Premises are located.

15.22. Broker. Landlord and Tenant warrant and represent, each to the other, that there was no broker or agent instrumental in consummating this Lease, except Staubach Retail Services, which shall be paid by Landlord, as may be set forth in a separate agreement between broker and the party agreeing to pay said broker. Each party agrees to indemnify and hold harmless the other against any claims for brokerage or other commissions arising by reason of a breach of this representation and warranty.

15.23. Authority. The undersigned individuals executing this Lease on behalf of Landlord and Tenant represent and warrant that they have been duly empowered by proper resolution of their Boards of Directors or partnership documents to execute this Lease for and on behalf of the respective entities and that this Lease is a binding obligation upon the Landlord and Tenant.

15.24. Waiver of Liability. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Premises forms a part and the rentals therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord. No other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims. In the event Landlord conveys or transfers its interest in the Shopping Center or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on date of such conveyance or transfer, provided that any amounts then due and payable to Tenant by Landlord (or by the then grantor or transferor) or any other obligations then to be performed by Landlord (or by the then grantor or transferor) for Tenant under provisions of this Lease, shall either be paid or performed by Landlord (or by the then grantor or transferor) (or such payment or performance assumed by the grantee or transferee) or such payment or performance assumed by the grantee or transferee, it being intended hereby that the covenants and obligations on the part of the Landlord to be performed hereunder shall, subject as aforesaid, be binding on Landlord, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Shopping Center or in the Lease.

15.25. Bankruptcy or Insolvency. This is a Lease of real property in a shopping center within the meaning of Subsection 365 (b)(3) of the Bankruptcy Code, 11USC Section 1.01, et seq. (Bankruptcy Code).

Tenant covenants and agrees that if, at any time, Tenant becomes a debtor under the Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of any State, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Leased Premises is appointed and shall not be discharged within sixty (60) days of such appointment, then the Landlord may, at its option, declare this lease terminated and shall forthwith be entitled to immediate possession of the Leased Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord and Tenant shall be entitled to all rights and remedies accorded thereunder, including without limitation those set forth in the Bankruptcy Code.

In the event the Landlord, its successors or assigns, is insolvent, becomes a debtor under any chapter of the Bankruptcy Code, makes an assignment for the benefit of its creditors, is placed in a receivership or other insolvency proceeding, Tenant may, at Tenant's option, terminate this Lease upon sixty (60) days notice to Landlord.

15.26. Lease Negotiations. The submission of this Lease for examination does not constitute an obligation on behalf of either party to execute a Lease, and, accordingly, this Lease shall not be binding until fully executed by both Landlord and Tenant.

Executed as of the date first above written.

JUBILEE LIMITED PARTNERSHIP
an Ohio limited partnership

SHOE CARNIVAL, INC.,
an Indiana corporation

By: SCHOTTENSTEIN PROFESSIONAL ASSET
MANAGEMENT CORPORATION,
a Delaware corporation

By: [Signature]
Mark L. Lemond
Title: President

Its: General Partner
By: [Signature]
Its: Chairman

"LANDLORD"

"TENANT"

ACKNOWLEDGMENT OF LANDLORD

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

On this 10th day of February, 1999, before me personally appeared _____,
John Schottensien, to me personally known to
be the person(s) described in and who executed the foregoing Lease and acknowledged before
me that ___ executed the same as ___ free act and deed on behalf of the Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.



PAMULA A. LILLIE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 16, 2002

[Signature]
(Printed Name) NOTARY PUBLIC
Resident of Delaware County, Ohio
My Commission Expires: _____

ACKNOWLEDGMENT OF CORPORATE TENANT

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

On this 3rd day of February, 1999, before me personally appeared MARK L.
LEMOND, to me personally known, who, being by me duly sworn, did say that he is the
President of **SHOE CARNIVAL, INC.**, an Indiana corporation, and that said instrument was
signed and sealed on behalf of said corporation by authority of its Board of Directors, and said
MARK L. LEMOND acknowledged the execution of said instrument to be the free act and deed
of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

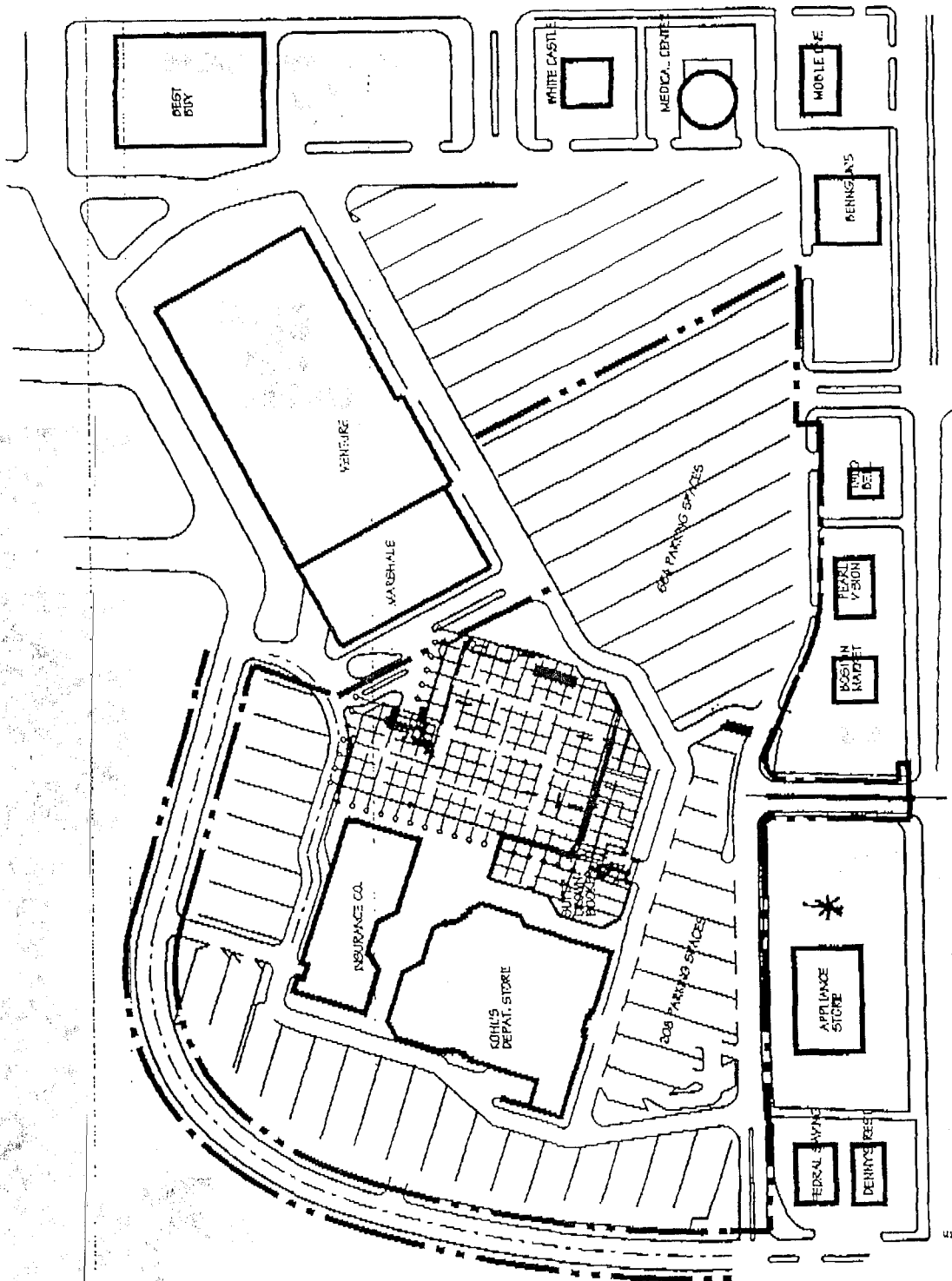
(SEAL)

[Signature]
Julia G. Arnold NOTARY PUBLIC
Resident of Gibson County, Indiana
My Commission Expires: July 27, 2006

River Oaks West
Calumet City, IL

EXHIBIT A

Site Plan of Shopping Center attached as Exhibit A.



DEVELOPMENT AREA 1998	818,100 SQ. FT.
TOTAL SITE	2,400,000 SQ. FT.
TOTAL BUILDING SQ. FT.	1,752,246 SQ. FT.
JOHN'S	1,401,900 SQ. FT.
VENTURE	350,000 SQ. FT.
PROPOSED OFFICE DEPOT	1,412,500 SQ. FT.
TREATIES	15,576 SQ. FT.
SUPER UNION	33,854 SQ. FT.
3100 STORE	14,028 SQ. FT.
INSURANCE CO.	1,189 CARS
TOTAL PARKING	24 HC
	15 1500



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

SITE PLAN

EXHIBIT A

EXHIBIT B

Legal Description of Shopping Center attached as Exhibit B.

LEGAL DESCRIPTION

LOT 10 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTHERNMOST POINT OF LOT 10; THENCE SOUTH 61 DEGREES 37 MINUTES 08 SECONDS WEST 244.84 FEET ALONG THE NORTHERLY LINE OF LOT 10 TO A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 61 DEGREES 37 MINUTES 08 SECONDS WEST 356.00 FEET TO A CORNER OF LOT 10; THENCE SOUTH 28 DEGREES 22 MINUTES 52 SECONDS EAST 42.00 FEET; THENCE NORTH 61 DEGREES 37 MINUTES 08 SECONDS EAST 356.00 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 52 SECONDS WEST 42.00 FEET TO THE PLACE OF BEGINNING), IN VENTURE URBAN SUBDIVISION, A RESUBDIVISION OF LOT 3 (EXCEPTING THEREFROM THAT PART TAKEN FOR ADDITIONAL RIGHT OF WAY FOR 159TH STREET IN CASE NUMBER 80L10516 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS) AND LOT 4 IN RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

EXHIBIT C

TENANT'S GRAND OPENING

Subject to local code requirements and in order to promote the grand opening of the Leased Premises, Tenant may, conduct the following activities and/or display any of the following from delivery of possession to Tenant through the second full week following Tenant's grand opening. Tenant will provide security and traffic control to maintain crowd safety.

- A) Professionally prepared banners on the exterior of store to promote store name and grand opening date and that Tenant is "Now Hiring;"
- B) Professionally installed cold air inflatable balloon on the roof of Leased Premises (installer shall provide insurance certificate acceptable to Landlord). Tenant shall be responsible for any damage to roof caused by Tenant, its agents, employees or contractors;
- C) Promotional spotlight in the parking lot adjacent to Leased Premises;
- D) Radio remote broadcasts from inside of or on the sidewalk immediately in front of Leased Premises by local radio stations;
- E) Live entertainment from a stage in the parking lot or on the sidewalk in front of Leased Premises;
- F) Display of grand prize give-a-way item (i.e. an automobile, jet ski, boat, etc.) in front of Leased Premises, including appropriate signage; and
- G) Food and other concessions for customers in front of Leased Premises.

EXHIBIT D



1
A5

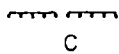
STOREFRONT ELEVATION

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

SYMBOL LEGEND



WINDOW GRAPHIC



CLEAR WHITE BLINKING
CHASE LIGHTS

This prototype is for example only. Architect's actual drawing to scale will be attached when completed.

This Exhibit D is subject to all terms and provisions of this Lease. In the event of any conflict or inconsistency between the terms and provisions of the Lease and this Exhibit D, the terms and provisions of the Lease shall control and prevail.

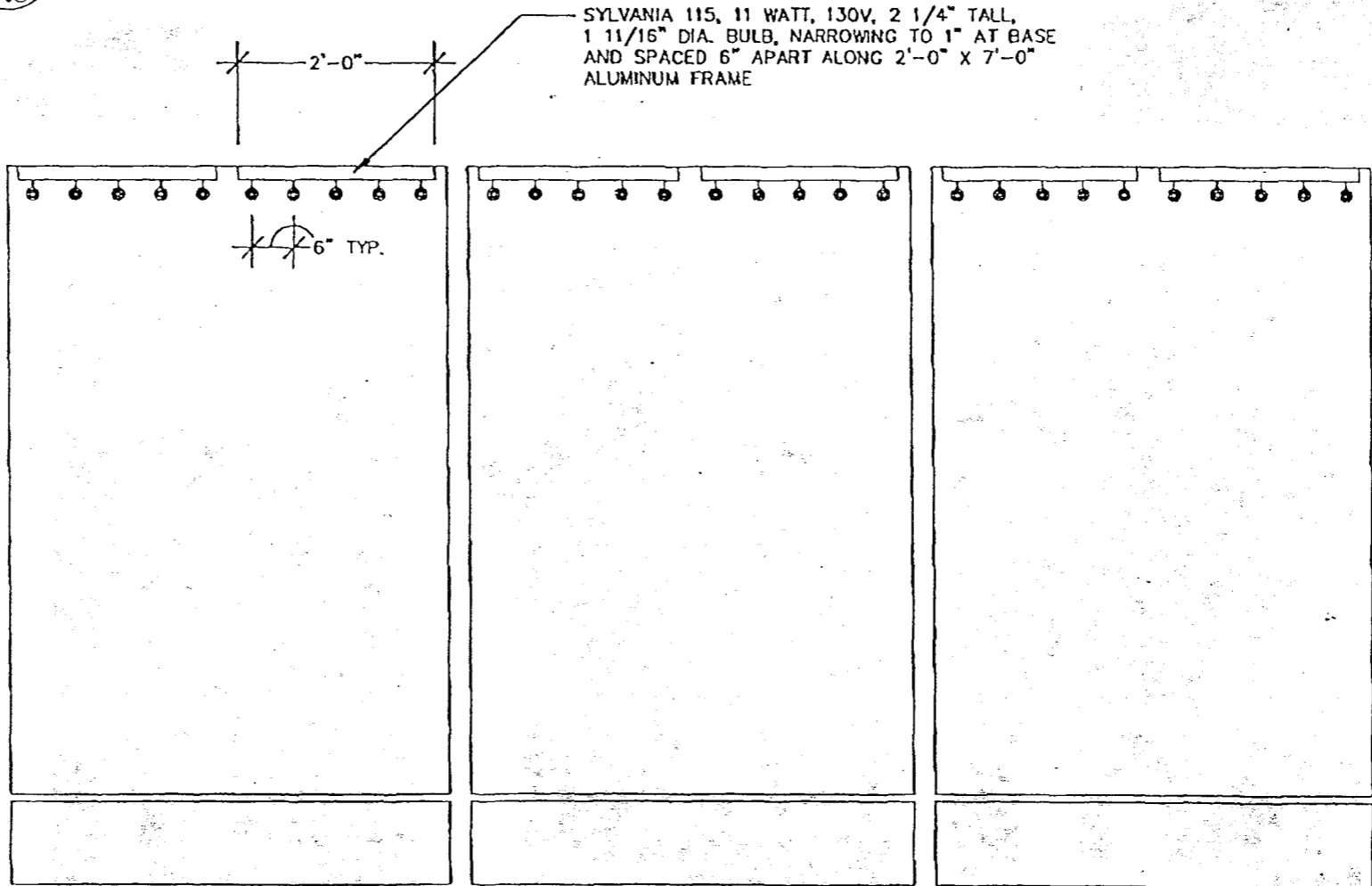
EXHIBIT D

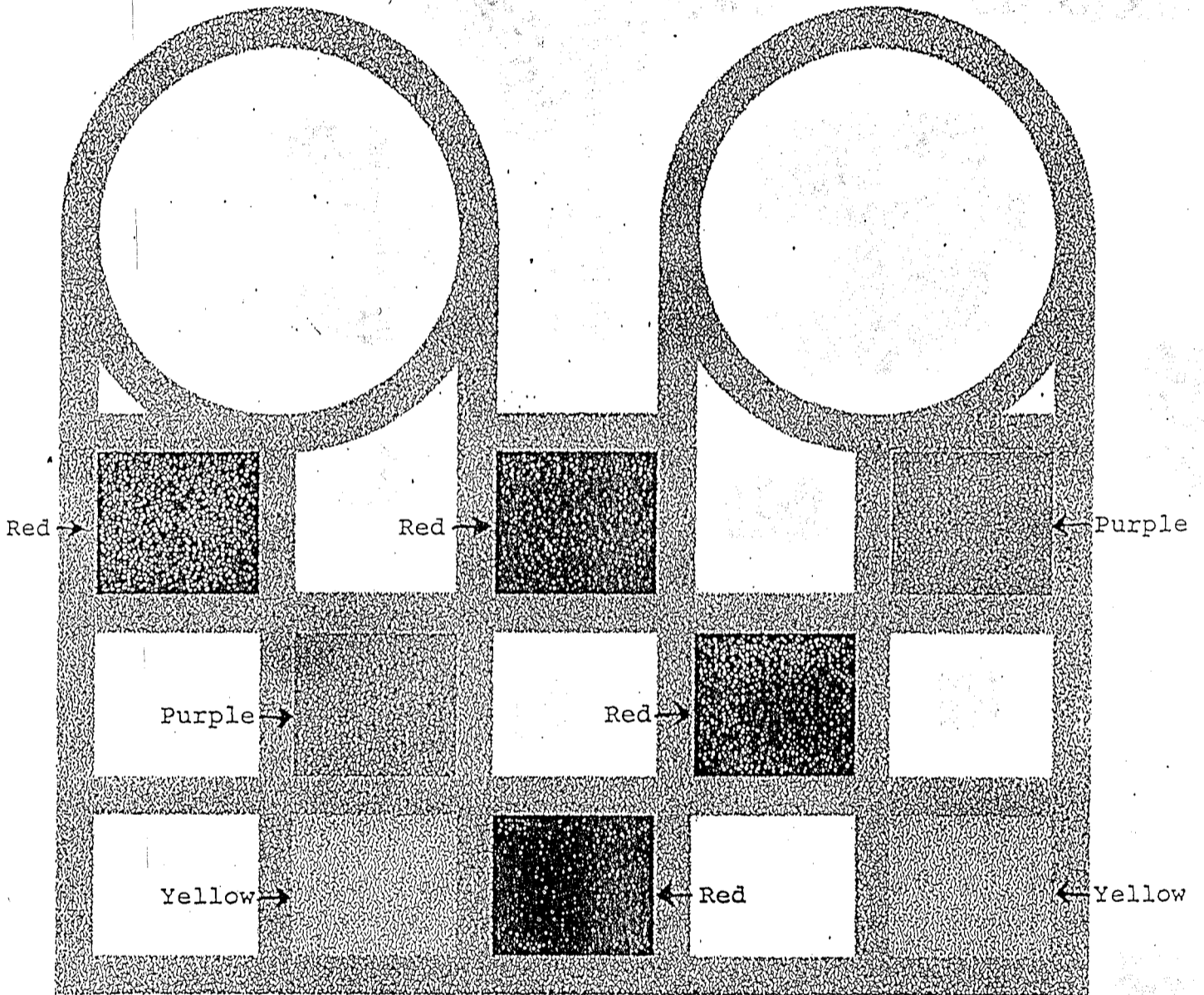
4
A5

CHASE LIGHTS DETAIL

SCALE : N.T.S.

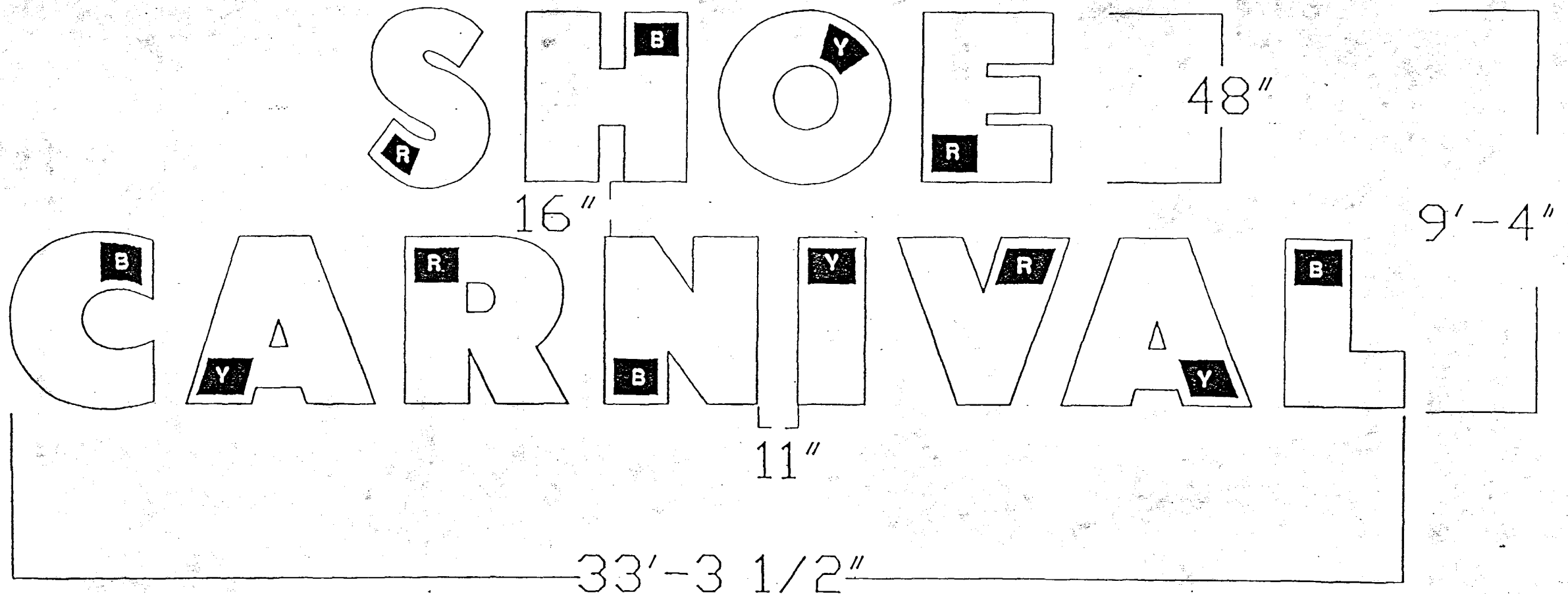
NOTE:
 FRAME CONSTRUCTED OF 2" X 2" X 2'-0" EXTRUDED ALUMINUM WITH A 2" TOP THAT SNAPS IN PLACE AND PAINTED FLAT BLACK.





Outline & Border Lines = White

WINDOW GRAPHICS APPLIED DIRECTLY TO
INTERIOR WINDOWS IN TYPICAL PATTERN



This prototype is for example only. Architect's actual drawing to scale will be attached when completed.

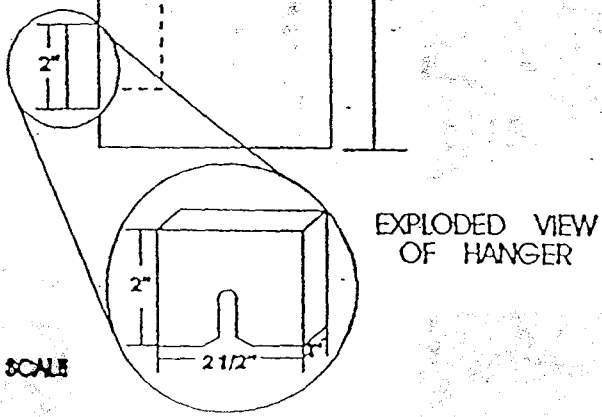
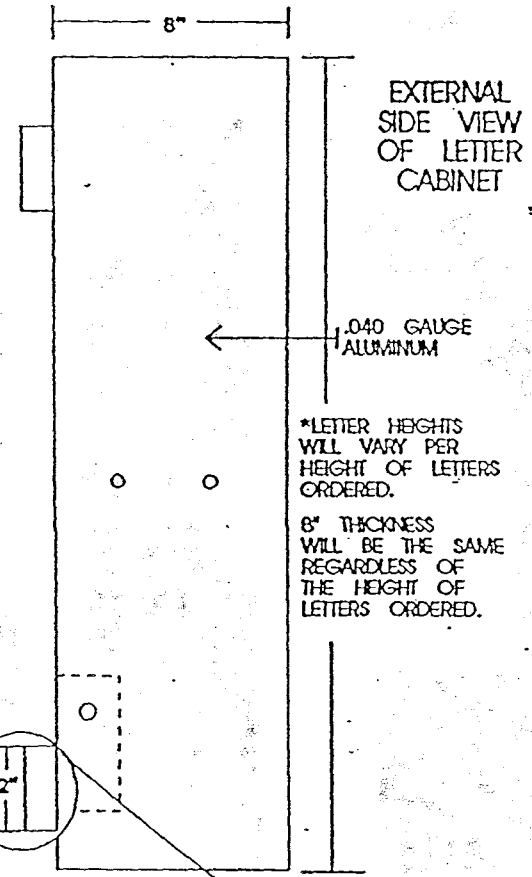
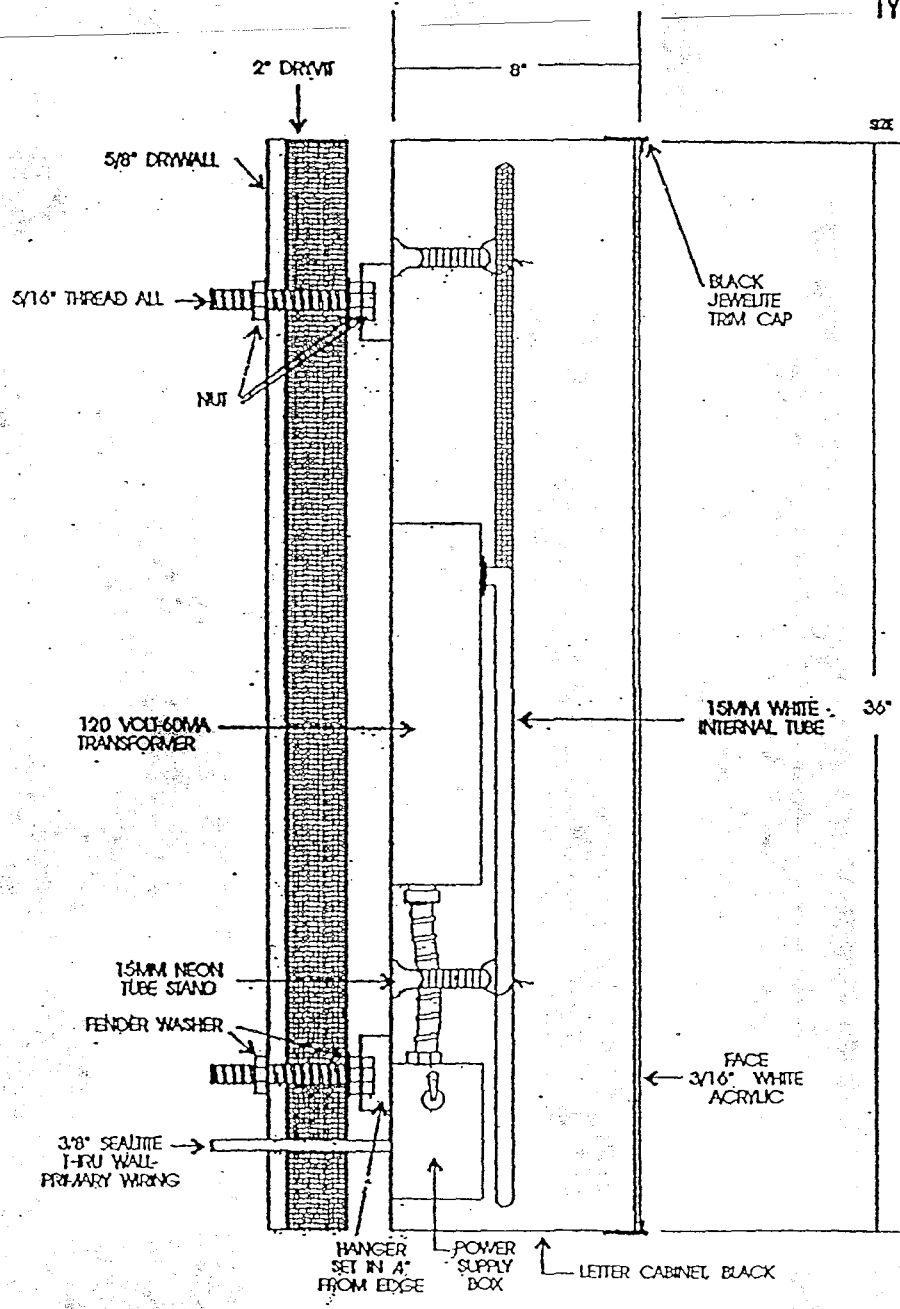
LEGEND

- B INDICATES COLOR BLUE
- Y INDICATES COLOR YELLOW
- R INDICATES COLOR RED

FACES MANUFACTURED FROM WHITE PLEX WITH BLACK TRIMCAP

ALVEY SIGN COMPANY
 TYP. SECTION CHANNEL LETTER
 FOR THE CARNIVAL

TRANSFORMER MOUNTED INSIDE LETTER
 4 MOUNTING HOLES + 1 POWER HOLE PER LETTER
 SIZE OF MOUNTING HOLES DETERMINED BY TYPE OF CANOPY MATERIAL
 COMPLIES WITH UNDERWRITER LABORATORY REQUIREMENTS



NOT TO SCALE

STORE # _____ LANDLORD'S CONSENT AND WAIVER OF LIEN

FOR VALUABLE CONSIDERATION, the undersigned _____, being the Owner and Landlord of certain premises known as _____, in the City of _____, State of _____, now held by _____, heirs, executors, administrators, successors and assignees of the undersigned (herein collectively referred to as "Landlord"), covenant and agree with _____, and its successors and assigns (herein collectively referred to as "Lender"), that Lender may make certain loans and advances to SHOE CARNIVAL, INC. (hereinafter referred to as "Tenant"), the repayment of which shall be secured by a security interest in certain articles owned by Tenant and located at said premises and covered by or described in that certain _____, and executed by Tenant in favor of Lender and that, as between Landlord and Lender, none of said articles shall be subject to distress for rent or liable for any lien, right or claim which Landlord may now have, or which may hereafter accrue to _____ as Landlord, Lessor or otherwise; and furthermore, that in the event Lender shall at any time exercise its right or power under said _____ to take possession of or to remove said articles, then Landlord will not hinder the same, or object thereto or interfere therewith, and Landlord hereby consents to such taking of possession and removal of said articles, regardless of the manner or degree of their attachment to the realty or the improvements thereon, and consents to the entry upon said premises for such purposes and for such period of time (not to exceed sixty (60) days) as may be reasonably necessary for Lender to assemble and remove such articles from such premises and/or to conduct a public or private sale of such articles on such premises. Lender shall pay Landlord the cost of repairing any damage to the premises or Shopping Center caused by the removal of any such items. Lender agrees to pay Landlord rent for such premises during such sixty (60) day period at the rate provided in the Lease in effect at the time Lender enters the premises. Lender shall abide by all other terms of the Lease.

The term "articles owned by Tenant" shall mean all tangible evidence of accounts, all inventory, all machinery, equipment, tools, furniture and furnishings, all books and records and all other tangible personal property owned by Tenant, but shall not include any item which is a fixture under the _____ Uniform Commercial Code. The term "assigns" includes any person or concern to whom said _____ or the indebtedness of the Tenant referred to in said _____ may be assigned.

Executed this ___ day of _____, 19__.

LANDLORD

Landlord Acknowledgment:

STATE OF _____)
) SS:
 COUNTY OF _____)

On this ___ day of _____, 19__, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a _____ partnership, and said _____ acknowledged said instrument to be the free act and deed of said _____ on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

 Printed Name) Notary Public
 Resident of _____ County, _____
 My Commission Expires: _____

EXHIBIT E

EXHIBIT F

Construction Cost Summary

INTENTIONALLY DELETED

EXHIBIT G

**EXCLUSIVES & RESTRICTIONS
RIVER OAKS WEST CALUMET CITY**

1. Lease Agreement dated February 5, 1980 between LaSalle National Bank and Guarantee Reserve Life Insurance Company, an Indiana corporation. Lease amendment dated October 2, 1980 and June 7, 1982. Assignment by LaSalle to Jubilee Limited Partnership effective July 19, 1996.

Use: General Office Use.

Exclusive: None.

2. Lease Agreement dated March 25, 1985 between LaSalle National and Federated Dept. Stores; sold to Jubilee Limited Partnership effective July 23, 1996.

Use: Business operation providing retail or service uses provided such uses are compatible with the use then being made of the Shopping Center.

Restrictions: First class convenience shopping center for retail or service use (except that the current office leases may continue until they expire for Building B). Landlord cannot lease or permit a movie theater within 150 feet from Store.

3. Lease Agreement dated July 6, 1993 between Whittam Vision Centers, Inc. and LaSalle National; assigned to Jubilee on July 23, 1996.

Use: Optical eye examination office and the retail sale of eye glasses and related products and services, so long as such related products and services are sold in 10% or less of the Premises.

Restrictions/Exclusives: None.

4. Lease Agreement between Plitt Theatres, Inc. and LaSalle National; assigned to Jubilee effective July 23, 1996.

Use: Theatre use, including movies and closed-circuit television presentations; vaudeville, stage or other live presentations, meetings, conventions and other live auditorium uses. No more than 8 electronic amusement devices in mutually agreed location; sale of candy, popcorn and other edible foodstuffs. For no other purpose whatsoever.

Restrictions/Exclusives: None.

5. Lease Agreement dated September 9, 1982 between Crown Books West Corporation, as amended May 15, 1992, June 8, 1993 (sometimes referred to as July 14) and further amended August 22, 1994 and LaSalle. Assigned to Jubilee July 19, 1996.

Use: Retail business selling hardcover books, paperback books, magazines, periodicals and items as are customarily sold in Crown Book Stores doing business in Chicago metropolitan area.

Exclusives/ Restrictions: None.

6. Lease Agreement dated October 6, 1992 between Funco, Inc. and LaSalle; assigned to Jubilee effective July 19, 1996.

Use: Purchasing and retail sales of new or previously played home interactive games as well as related hardware and accessories. Tenancy may operate non-currency/non-coin operated display units solely for demonstration of games prior to sale.

Restrictions/Exclusives: None.

As of 7-1-98
cds

FIRST AMENDMENT TO LEASE AGREEMENT

On this date, July 16, 2014, Landlord, **EI Centro Mall, Ltd., successor to JLP-River Oaks West, LLC**, and Tenant, **SW Cal City LLC**, wish to amend the Lease dated **March 23, 2011**, as amended by Letter Agreement dated September 20, 2012, for the Premises commonly known as **550 River Oaks West, Calumet City, Illinois 60409**, in the **River Oaks West Shopping Center in Calumet City, Illinois** as follows:

1. **BASE RENT:** Base Rent as defined in Section 1(j) of the Lease Agreement shall be modified as follows:
 - a) June 1, 2014-May 31, 2016: \$33,333.33 per month Gross (\$400,000.00 Gross per annum) or 6% of sales over natural breakpoint, whichever amount is higher.
 - b) June 1, 2016-May 31, 2019: \$25,000.00 per month Gross (\$300,000.00 Gross per annum) or 6% of sales over natural breakpoint, whichever amount is higher.
 - c) There will be no other rent or occupancy charges during the Initial Term.
2. **DEMISED PREMISES:** Landlord has the right to recapture 27,000 square feet of the Premises as highlighted in Exhibit "A", attached hereto with no decrease in rent.
3. Landlord has the right to rent to other variety and/or discount stores.
4. The Initial Term ends May 31, 2019

All other terms and conditions shall remain the same.

WITNESS the following signatures:

LANDLORD:

EI Centro Mall, Ltd., a Texas limited partnership
By: Spigel Properties, Inc., general partner

By: _____

STANLEY SPIGEL, President

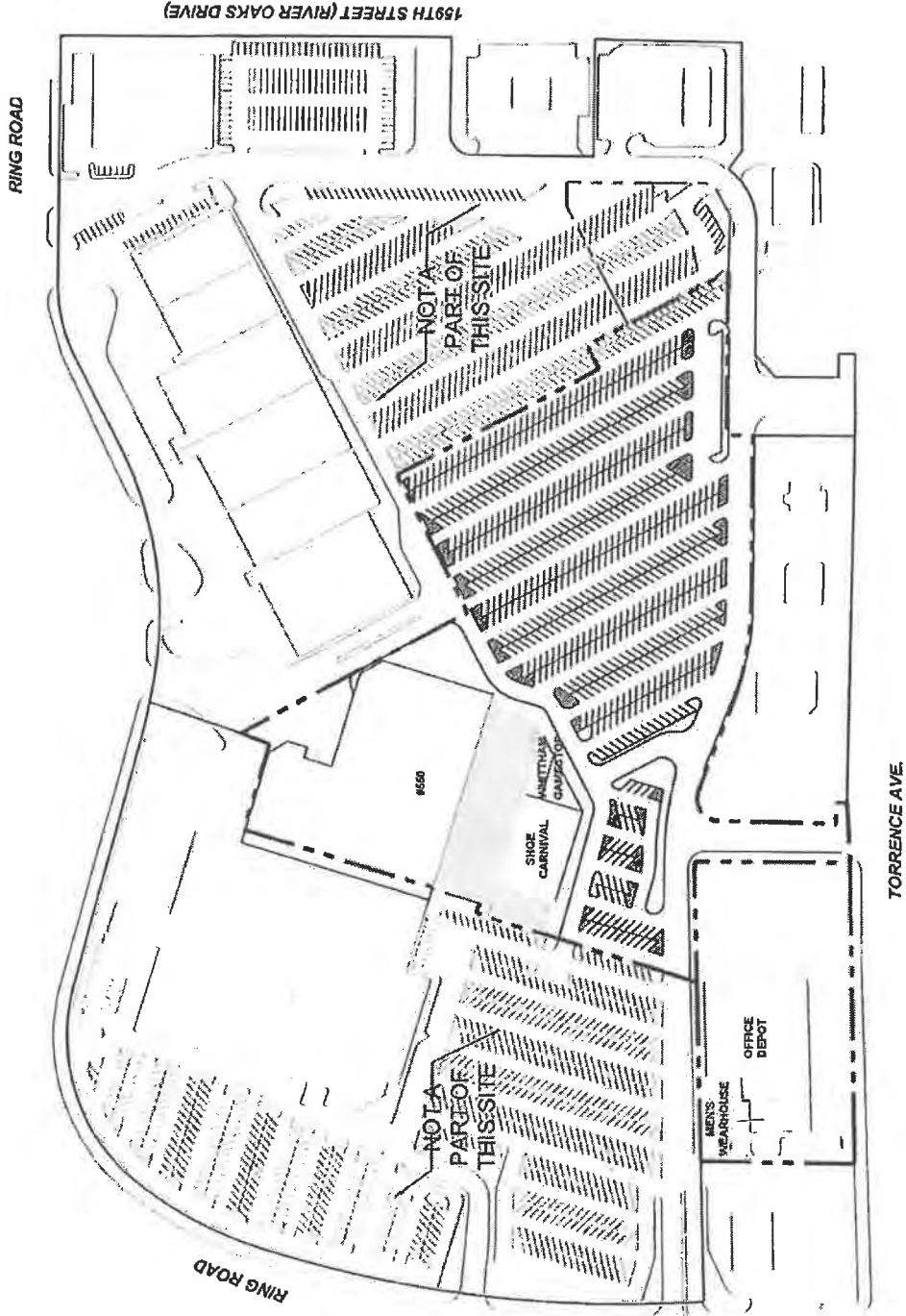
TENANT:

SW Cal City LLC, an Illinois limited liability company

By: _____

SAM DUSHEY, President

EXHIBIT "A"



SECOND AMENDMENT TO SHOPPING CENTER LEASE

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE (“Second Amendment”) is made effective November 19th, 2018 (the “Effective Date”) by and between RIVER OAKS WEST I, LLC, a Delaware limited liability company (“Landlord”), and SHOE CARNIVAL, INC., an Indiana corporation (“Tenant”):

RECITALS:

WHEREAS, Landlord and Tenant are current parties to that certain Shopping Center Lease dated February 10, 1999, which was amended by that certain Storage Space Agreement dated September 28, 2004, that certain First Amendment to Lease dated September 21, 2009, and that certain First Amendment to Storage Space Agreement dated September 21, 2009 (collectively the “Lease”), relating to the Premises, consisting of approximately 12,528 rentable square feet of area plus storage space, and being part of the Shopping Center commonly known as River Oaks West in Calumet City, Illinois all as are more particularly described in the Lease;

WHEREAS, the current Lease Term expires January 31, 2020;

WHEREAS, Landlord and Tenant desire to extend the current Lease Term and amend the Lease as provided for herein; and

WHEREAS, all capitalized terms, if not defined in this Second Amendment, shall have the same meaning as defined in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease Term. Notwithstanding anything to the contrary contained in the Lease, the current Lease Term is extended for a period of ten (10) Lease Years, commencing February 1, 2020 and expiring January 31, 2030. Unless sooner terminated in accordance with the terms of the Lease, the Lease Term hereby expires January 31, 2030.

2. Renewal Options. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the sole right and option to extend the Lease Term for two (2) additional terms of five (5) Lease Years each, upon the same terms and conditions as herein set forth, except as otherwise provided herein (each a “Renewal Option”). In the event a Renewal Option is exercised, the Renewal Option shall commence at the expiration of then Lease Term. Should Tenant elect to exercise its Renewal Option, Tenant shall do so by written notice to Landlord on or before July 31, 2029 and July 31, 2034, respectively. In the event Tenant does not exercise its Renewal Option(s) as herein granted, then the unexercised Renewal Option(s) shall become null and void.

3. **Gross Rent.** Notwithstanding anything to the contrary contained in the Lease, commencing February 1, 2020, in lieu of paying Base Rent, Additional Rent, and other charges, Tenant shall pay **Gross Rent** to Landlord, which shall be payable in equal monthly installments each in advance of the fifth day of each month, pursuant to the following:

Lease Term	Annual Rent	Monthly Rent	Per Square Foot
02/01/2020 – 01/31/2025	\$269,352.00	\$22,446.00	\$21.50
02/01/2025 – 01/31/2030	\$281,880.00	\$23,490.00	\$22.50

Renewal Options	Annual Rent	Monthly Rent	Per Square Foot
02/01/2030 – 01/31/2035	\$294,408.00	\$24,534.00	\$23.50
02/01/2035 – 01/31/2040	\$306,936.00	\$25,578.00	\$24.50

4. **Improvement Allowance.** Tenant shall have the right to (i) remodel the non-structural interior portions of the Premises consistent with its current prototype store plans and (ii) remodel the storefront and replace the storefront sign with Tenant’s current prototype storefront design and sign (“Tenant’s Work”), subject to applicable governmental ordinances, laws, codes, rules, and regulations and receipt of all required municipal approvals. Landlord’s review and approval is only required for work to the storefront and storefront sign.

Landlord will reimburse Tenant in the amount of one hundred twenty-five thousand two hundred eighty 00/100 dollars (\$125,280.00) (the “Improvement Allowance”), which amount shall be payable within forty-five (45) days after the date Tenant’s Work is completed and Tenant has submitted to Landlord a written statement requesting such payment, provided that at the time of such request and scheduled payment Tenant shall not be in Default beyond any applicable notice and cure periods.

In the event the Improvement Allowance is not delivered to Tenant on the date due and Tenant has complied with all of the requirements referenced herein, Tenant shall have the right to offset the entire amount against Rent as and when accruing under the Lease until fully recouped. Landlord hereby acknowledges that the covenants set forth in this Section are a material consideration to Tenant in executing this Second Amendment.

5. **Gross Receipts Lease Termination.** Section 5.02 of the Lease is hereby deleted in its entirety and replaced with the following:

Provided Tenant is not in Default under any applicable terms and conditions beyond any notice and cure period of the Lease, and is continuously open and operating its business in the Premises as a typical Shoe Carnival store during the Measuring Year (as defined herein), excluding closures due to Force Majeure, casualty, or condemnation, (“Permitted Closures”), Tenant shall have the one-time right to terminate the Lease if Gross Receipts commencing February 1, 2024 and ending January 31, 2025 (the "Measuring Year") do not exceed three million five hundred thousand 00/100 dollars (\$3,500,000.00) (the "Sales Threshold"). In the event Tenant is closed at any time during the Measuring Year due to reasons other than Permitted Closures, the Sales

Threshold shall be proportionately reduced based on the number of days Tenant was open and operating in the Premises during the Measuring Year. In the event Gross Receipts in the Measuring Year do not exceed the Sales Threshold, Tenant may terminate the Lease by delivering written notice thereof to Landlord on or by March 31, 2025. In the event Tenant elects to terminate the Lease as herein above set forth, such Lease termination shall be effective January 31, 2026. If Tenant so elects to terminate the Lease as herein above provided, then the Lease shall be cancelled and of no further force or effect as of January 31, 2026, and the parties shall have no further rights, duties, or obligations whatsoever with respect to the Lease or Premises, with the exception of those rights, duties, or obligation that specifically survive the expiration of the Lease or the earlier termination thereof.

6. Confirmation of Notice Address. As of the Effective Date, Landlord's and Tenant's Notification Addresses are as follows:

If to Landlord: RIVER OAKS WEST I, LLC
c/o Spigel Properties
70 N.E. Loop 410, Suite 185
San Antonio, TX 78216

If to Tenant: SHOE CARNIVAL, INC.
7500 East Columbia Street
Evansville, Indiana 47715
ATTN: SVP of Real Estate

7. Tenant's Representations and Warranties. Tenant hereby represents and warrants to Landlord to the best of Tenant's actual knowledge that (a) no Landlord Event of Default under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a Landlord Event of Default, and (b) Tenant has no defenses as to the observance and performance by Tenant of any provision of the Lease and asserts no offsets, claims, or counterclaims against Landlord.

8. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant to the best of Landlord's actual knowledge that (a) no Tenant Event of Default under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a Tenant Event of Default, and (b) Landlord has no defenses as to the observance and performance by Landlord of any provision of the Lease and asserts no offsets, claims, or counterclaims against Tenant.

9. Ratification of Lease. This Second Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Lease. Except as hereinbefore expressly amended, all of the other terms, covenants and conditions contained in the Lease shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the terms of the Lease and the terms of this Second Amendment, the term of this Second Amendment shall be controlling.

10. Headings. The section headings of this Second Amendment are for convenient reference only and shall not be used in interpreting this Second Amendment.

11. Counterparts. This Second Amendment of Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, any counterpart that is signed and returned by facsimile or electronic transmission shall be deemed properly signed and delivered. Each party intends to be bound by such party's facsimile or electronic transmission of signature on this Second Amendment, is aware that the other parties are relying on such party's facsimile or electronic transmission signature, and hereby waives any defenses to the enforcement of this Second Amendment based upon the form of signature. Promptly following any facsimile transmittal or electronic transmission of signatures, the parties shall deliver to the other parties the original executed Second Amendment by reputable overnight courier to the notice addresses set forth herein.

12. Representation on Authority. Each person signing this Second Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Amendment. Each party represents and warrants to the other that the execution and delivery of the Second Amendment and the performance of such party's obligations hereunder have been duly authorized and that the Second Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

13. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. No Broker. Landlord and Tenant represent to the other that it has not engaged a broker in connection with this Second Amendment, and agrees to defend, indemnify, and hold the other party harmless from any claim made by a broker through the indemnifying party.

[Signature page to follow]

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date.

LANDLORD:

RIVER OAKS WEST I, LLC, a Delaware limited liability company

By: Stuart Spigel President
Spigel Properties, its Manager

By: Stuart Spigel
NEED

Title: NEED President

Date: 10-23-18

TENANT:

SHOE CARNIVAL, INC., an Indiana corporation

By: W. Kerry Jackson
W. Kerry Jackson

Title: SEVP, COO, CFO, & Treasurer

Date: 11-19-18

Third Amendment to Lease

This Third Amendment to Lease ("Amendment") made as of this 29th day of April 2020 ("Effective Date") between **RIVER OAKS WEST I, LLC, a Texas limited liability company** ("Landlord") and **SW CAL CITY, LLC, a Illinois limited liability company** ("Tenant"), which terms Landlord and Tenant shall include, where the contract admits or requires, singular or plural and the heirs, legal representatives, successors, and assigns of the respective parties.

WHEREAS, Landlord and Tenant entered into that certain Lease dated March 23, 2011, as amended by Letter Agreement dated September 20, 2012, as amended by First Amendment to Lease dated July 16, 2016 and as amended by Second Amendment to Lease dated January 24, 2019 for the space known as 550 River Oaks West consisting of approximately 99,549 square feet (the "Premises") and located in the River Oaks Shopping Center in Calumet, Illinois; and

WHEREAS, Landlord and Tenant now desire to further amend and modify certain terms and provisions of the Lease by entering into this Amendment.

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to amend and modify the Lease as follows:

1. **Base Rent and Lease Term.** Tenant is currently obligated to pay Landlord rent pursuant to the terms of the Lease. Tenant has informed Landlord that it has experienced a significant interruption of its business activities as a result of the COVID-19 pandemic. Accordingly, Tenant has requested that Landlord defer rental obligations under the Lease. Landlord has agreed to make certain, temporary accommodations to Tenant in response to the impacts of the COVID-19 pandemic, subject to the terms and conditions set forth below.

If Tenant's business is not allowed to be open to the general public ("Mandate"), monthly rents will be deferred beginning April 1, 2020 and ending on the 30th day after Mandate is lifted or June 30, 2020, whichever occurs first ("Deferred Rent"). After the expiration of such period, the payment of all such rent and additional charges due under the Lease will resume.

The Deferred Rent will be added on to the current Lease Term in the form of an extended term. Rent during the extension period will be owed at the then prevailing monthly Rent due under the Lease.

2. **Confidentiality.** Tenant agrees to keep the contents of the Lease and any Amendment confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party for any reason, excepting only attorneys or accountants representing or assisting Tenant to the extent required in conjunction with proper performance of their duties, without the prior written consent of Landlord.

3. **Time.** Time is of the essence of this Amendment.

4. **Whole Agreement.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representatives or agreements. As amended herein, the Lease between the parties shall

remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

5. **No offer.** This Amendment shall not be binding until executed and delivered by both parties.

All other terms, conditions and provisions of the Lease that are not specifically modified by this Amendment shall remain in full force and effect. Tenant hereby acknowledges that as of the date hereof, Tenant has no claims arising under the Lease against Landlord, its agents or beneficiaries, or any one or more of the foregoing, and that Tenant knows of no default or failure on the part of Landlord to keep or perform any covenant, condition or undertaking to be kept or performed by Landlord under the Lease.

COUNTERPARTS/FACSIMILE/ELECTRONIC. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. Transmittal of an executed copy of this Amendment by electronic signature, email or by facsimile transmission shall have the same effect as if it were an original signature and shall bind the party executing and returning such counterpart, provided Landlord may request an original signed Amendment at its sole discretion.

Landlord and Tenant have executed this Amendment as of the date set forth below.

LANDLORD:

RIVER OAKS WEST I, LLC, a Texas limited liability company
By: SPS Investment Holdings GP, LLC, a Texas limited
Liability company, its Sole Manager

DocuSigned by:
By: Stuart Spigel
STUART SPIGEL, President

Date: 4/29/2020 | 10:04 AM CDT

TENANT:

SW CAL CITY, LLC, an Illinois limited liability company

DocuSigned by:
By: Sam Dushey
183968E29F8D468...

Name and Title: Sam Dushey Ceo

Date: 4/29/2020 | 7:16 AM PDT

Tenant Contact Information:
Sam Dushey
sdushey@shoppersworld.net

CAL CITY

21

Lease Agreement

Between

**JLP-River Oaks West, LLC
an Ohio limited liability company**

Landlord

and

**SW Cal City LLC,
an Illinois limited liability company
dba Shoppers World**

Tenant

**River Oaks West
Calumet City, Illinois**

Dated as of: March 23, 2011

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Exhibit "B"	Rules and Regulations
Exhibit "C"	Prohibited Uses and Existing Tenant Exclusives
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Exhibit "E"	Landlord's Work
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SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (this "Lease"), made as of the ____ day of _____, 2010 (the "Effective Date") by and between JLP-RIVER OAKS WEST LLC, an Ohio limited liability company ("Landlord"), and SW CAL CITY LLC, an Illinois limited liability company dba Shoppers World ("Tenant").

WITNESSETH

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this Lease, the parties covenant and agree as follows:

1. **BASIC LEASE PROVISIONS AND DEFINITIONS.** The following capitalized terms whenever used in this Lease shall have the meanings set forth in this Section 1:

- (a) Landlord: JLP-River Oaks West LLC
- (b) Tenant: SW Cal City LLC
- (c) Trade Name: Shoppers World
- (d) Landlord's Mailing Address:

Schottenstein Property Group
4300 East 5th Avenue
Columbus, OH 43219
Attn: Senior Vice President, Leasing

with a copy to:

JLP-River Oaks West LLC
4300 East 5th Avenue
Columbus, OH 43219
Attn: Senior Vice President, General Counsel

With copy to:

JLP-River Oaks West LLC
4300 East 5th Ave
Columbus, Ohio 43219
Attn. Lease Administration

- (e) Tenant's Mailing Address:

9 East 40th Street
New York, NY 10016

Attn: Amanda Royalty

(f) Shopping Center: River Oaks West Mall, located in Calumet City, Illinois, and the improvements constructed or to be constructed thereon, as generally shown on the site plan attached as Exhibit "A" to this Lease and as more particularly described by the legal description attached as Exhibit "A-1" to this Lease.

(g) Premises: Store located at 550 River Oaks West, Calumet City, IL 60409, such Premises consisting of approximately 99,549 square feet as crosshatched or otherwise designated on Exhibit "A" (the "Premises"). Landlord and Tenant shall execute and deliver the Delivery Date and Rent Certification in the form and substance attached as Exhibit "G" hereto (the "Certification") confirming, among other things, the term.

(h) Initial Term: The period commencing on the Effective Date and ending twelve (12) years following (i) the last day of the month in which the Term Commencement Date (as defined in Section 2) occurs, if the Term Commencement Date does not fall on the first day of a calendar month, or (ii) the last day of the month immediately preceding the month in which the Term Commencement Date occurs, if the Term Commencement Date is the first day of a calendar month.

(i) Permitted Use: Tenant shall use the Premises for any lawful retail use subject to existing leases in place on the date hereof and any recorded documents affecting the property ("Permitted Use"). Any variation or deviation from Permitted Use, including, but not limited to, the prohibited uses and restrictions identified in Exhibit "C" attached hereto and made a part hereof, shall be deemed a material default of this Lease.

Subject to the rights of tenants under any existing leases and any renewals or extensions thereof or any replacement leases with tenants thereof, Landlord shall not lease, rent, occupy, or permit to be occupied or used any or all of the Shopping Center, for the Restricted Use (as hereinafter defined) during the Restricted Period (as hereinafter defined) (the "Exclusive Use Restriction"). The term "Restricted Use" shall mean the operation of a discount department store for example, Conway Stores, Forman Mills and America's Kids, or any of their affiliates, provided, however, that such restriction shall not apply to affiliates which do not sell apparel or home goods, including linens and house wares. The term "Restricted Period" shall mean the period commencing on the Effective Date and ending on the earlier of: (i) the end of a period of thirty (30) days in which Tenant has continuously failed to be open and to operate for the Permitted Use in the Premises, as required under this Lease, for any reason other than casualty, condemnation, reconstruction, alterations, modifications, maintenance, or repair; (ii) the end of the Term, without regard to any holdover period, or the earlier termination of the Lease or (iii) the occurrence of an Event of Default, as hereinafter defined. Landlord shall have no liability for any violation of the Exclusive Use Restriction, except, however, where Landlord has caused and/or knowingly participated in such violation. Notwithstanding the foregoing, if there is any violation of the Use Restriction, Tenant shall have the right, in lieu of paying Rent (as hereinafter defined) to convert to paying the amount of three percent (3%) of Gross Sales for each year in which a violation of the Use Restriction exists.

(j) Base Rent:

For year 1 Base Rent shall be zero (\$0.00).

For years 2-3 Base Rent shall be Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000) annually, payable in equal monthly installments of Forty-five Thousand Eight Hundred Thirty Three and 33/100 Dollars (\$45,833.33) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof;

For years 4-8 Base Rent shall be Six Hundred Thousand and 00/Dollars (\$600,000) annually, payable in equal monthly installments of Fifty Thousand and 00/100 Dollars (\$50,000) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof.

For years 9-12 Base Rent shall be Seven Hundred Thousand and 00/Dollars (\$700,000) annually, payable in equal monthly installments of Fifty Eight Thousand Three Hundred Thirty Three and 33/100 Dollars (\$58,333.33) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof.

Option 1 – For years 13-17 Base Rent shall be increased to Seven Hundred Seventy Thousand and 00/100 Dollars (\$770,000) annually, payable in equal monthly installments of Sixty Four Thousand One Hundred Sixty Six and 67/100 Dollars (\$64,166.66) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof.

Option 2 – For years 18-22 Base Rent shall be increased to Eight Hundred Eight Thousand Five Hundred and 00/100 Dollars (\$808,500) annually, payable in equal monthly installments of Sixty Seven Thousand Three Hundred Seventy Five and 00/100 Dollars (\$67,375) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof.

Option 3 – For years 23-27 Base Rent shall be increased to Eight Hundred Forty Eight Thousand Nine Hundred Twenty Five and 25/100 Dollars (\$848,925) annually, payable in equal monthly installments of Seventy Thousand Seven Hundred Forty Three and 75/100 Dollars (\$70,743.75) per month (or a portion thereof for a fraction of a month), in advance on the first day of each and every month during the Term hereof.

(k) Percentage Rent: In year One (1) no Percentage Rent shall be due. Tenant shall pay six percent (6%) of Gross Sales over \$8,000,000 in Years 2 & 3 of the Term. Commencing on Year 4 and each year thereafter until the end of the Term, pay in accordance with the following:

Tenant shall pay the greater of (i) six percent (6%) over the Percentage Rent Breakpoint or (ii) Tenant's pro rata share of any increases in Real Estate Taxes over the Base Year (as defined in Paragraph 8) ("Percentage Rent Formula").

(l) Percentage Rent Breakpoint: \$8,000,000

(m) Security Deposit: Intentionally Deleted

(n) Initial Tenant Charges: Intentionally Deleted

- (o) Intentionally Deleted
- (p) Guarantor(s): SW Group, LLC, a New York corporation, for the first five (5) years of the Term, then for a rolling subsequent six (6) months of Rent.

- (q) Rent Mailing Address:

JLP-River Oaks West
Department L-2632
Columbus, OH 43260-2632

(r) Declaration: The term “Declaration” shall mean that certain Construction, Operation and Reciprocal Easement Agreement dated August 20, 1973, as amended and that certain Easements with Covenants and Restrictions Affecting Land dated September 25, 2008.

- (s) Broker(s):

Mid-America Real Estate Corporation
One Parkview Plaza, Ninth Floor
Oakbrook Terrace, IL 60181

- (t) Rent Commencement Date: The date that is one (1) year from the Term Commencement Date, as defined herein.

2. TERM.

(a) The Initial Term of this Lease (“Term Commencement”) shall commence on the date which is the earlier of (i) sixty (60) days from the Delivery Date or (ii) Tenant’s opening for business and shall terminate twelve (12) years following (i) the last day of the month in which the Term Commencement Date (as defined herein) occurs, if the Term Commencement Date does not fall on the first day of a calendar month, or (ii) the last day of the month immediately preceding the month in which the Term Commencement Date occurs, if the Term Commencement Date is the first day of a calendar month. The phrase “Term” as used in this Lease shall mean the Initial Term and all renewal terms, if exercised.

(b) Tenant shall have the right to terminate the Lease after the fifth lease year if gross annual sales are lower than Six Million Five Hundred Thousand Dollars (\$6,500,000) in the fifth lease year. Landlord shall have the right to terminate this Lease, but not the obligation, if gross annual sales are lower than Five Million Dollars (\$5,000,000) in the fifth lease year. Tenant shall have the right to terminate this Lease after the eighth lease year if gross annual sales are below Seven Million Dollars (\$7,000,000) in the eighth lease year. Landlord shall have the right, but not the obligation, to terminate this Lease if gross annual sales are lower than Five Million Five Hundred Thousand Dollars (\$5,500,000) in the eighth lease year. In the event that Tenant elects to terminate this lease in accordance with the provisions of this section, Tenant must (i) send notice to Landlord not later than sixty (60) days after the end of the measuring lease year (ii) such termination shall be effective not less than ninety (90) nor more than one hundred eighty (180) days following the date of such notice (the “Post-Notice Occupancy Period”), provided that during the Post-Notice Occupancy Period, Tenant shall pay five percent

(5%) of Gross Sales as Tenant's sole obligation to pay Rent. In the event that Landlord elects to terminate this lease in accordance with the provisions of this section, Landlord must send notice to Tenant not later than one hundred eighty (180) days after the end of the measuring lease year. Tenant shall send to Landlord, not later than thirty (30) days after the end of the fifth and eighth lease years a statement of sales certified to Landlord by the Tenant's CFO.

3. **DELIVERY OF PREMISES; LANDLORD'S WORK AND TENANT'S WORK.**

(a) Following the full execution and delivery of this Lease, Landlord shall construct and perform those items, if any, identified on Exhibit "E" attached hereto and made a part hereof (the "Landlord's Work"). Landlord shall deliver to Tenant written notice of the date on which the Landlord's Work is substantially complete (the "Delivery Date"). Promptly upon receipt of such written notice, and prior to taking possession of the Premises, Tenant shall examine and inspect the Premises and shall identify any and all punch list items (the "Punch List Items"), which shall be corrected and completed by Landlord within thirty (30) days following the Delivery Date. Tenant's acceptance of possession shall constitute conclusive evidence that the Premises are in good order and satisfactory condition and that the Landlord's Work has been constructed and performed in accordance with Exhibit "E" attached hereto and made a part hereof.

(b) Promptly following the Delivery Date, Tenant shall construct and install the those items and work identified on Exhibit "F" attached hereto and made a part hereof (i) in a good and workmanlike manner, (ii) using new materials, (iii) in accordance with all applicable laws, codes, ordinances, regulations, and other applicable governmental or quasi-governmental requirements, and (iv) in accordance with the plans and specifications attached as a part of Exhibit "F" hereto and made a part hereof (or, if no plans and specifications are so attached, then accordance with plans and specifications approved in writing by Landlord pursuant to the immediately following sentence). In the event that no plans and specifications for Tenant's Work are attached as a part of Exhibit "F" hereto and made a part hereof, Tenant shall not commence the Tenant's Work or any other work or improvement within the Premises unless and until Tenant has obtained Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, of detailed plans and specifications for the Tenant's Work, provided however that Landlord shall either approve or disapprove such plans within fifteen (15) business days following receipt thereof, and if such plans are disapproved, then Landlord shall specify reasons for such disapproval. Tenant shall resubmit revised plans to Landlord, and Landlord shall either approve or disapprove the revised plans within ten (10) business days following receipt thereof. If Landlord disapproves Tenant's revised plans, Tenant shall have the right to terminate this Lease. In no event shall Tenant open for business in the Premises unless and until Tenant has delivered to Landlord a copy of a final and permanent certificate of occupancy for the Premises.

(c) Within thirty (30) days following the Delivery Date, Landlord and Tenant shall execute and deliver the Certification, confirming, among other things, the date Landlord Delivered possession of the Premises and acknowledging that Tenant accepts the Premises "As Is" (subject only to Landlord's obligation to correct and complete the Punch List Items).

(d) From and after the Delivery Date (or, if earlier, the date on which Tenant enters the Premises for the purposes of constructing the Tenant's Work or for any other purpose),

Tenant shall observe and perform all of the terms, covenants, conditions, and obligations set forth in this Lease, except for the obligations to pay Base Rent, Percentage Rent, Tenant's pro rata share of Operating Costs (as hereinafter defined), Tenant's pro rata share of real estate taxes, and Tenant's pro rata share of insurance (all of which shall be abated until the Rent Commencement Date).

(e) In the event that Tenant fails to complete the Tenant's Work and open for business in the Premises within one (1) year following the Delivery Date, Landlord shall have the right to terminate this Lease by delivering written notice thereof, in which event Tenant shall pay to Landlord, within ten (10) days following Tenant's receipt of such written notice of termination, an amount equal to all out-of-pocket costs and expenses incurred by Landlord in the negotiation and execution of this Lease and the construction of the Landlord's Work (including, but not limited to, reasonable attorneys' fees and architecture and design fees

4. **RENEWAL OPTION.** Provided that Tenant is in occupancy of the Premises and is not then in default under this Lease, Tenant shall have the option to renew this Lease for three (3) additional successive term(s) of five (5) years each by delivering written notice thereof to Landlord at least two hundred seventy (270) days prior to the expiration of the then current Term. All the terms and conditions of this Lease shall remain in effect during any renewal term, except that Base Rent shall be increased as set forth in this Lease.

5. **BASE RENT.**

(a) Commencing on the Rent Commencement Date, Tenant covenants to pay Base Rent and all other Rent (as defined below) to Landlord, without notice or demand, except as otherwise provided herein, and without deduction or offset. Base Rent shall be payable on the Rent Commencement Date and then on the first day of each month, in advance, in equal monthly installments. Base Rent for any partial months of the Term shall be prorated. All payments of Base Rent and all other Rent owed to Landlord under this Lease shall be paid to Landlord at the Rent Mailing Address as set forth in Section 1(q), or to Landlord at such other address as Landlord may from time to time designate in writing.

(b) The term "Rent" shall include Base Rent, Percentage Rent (if any), Tenant Charges (as defined in Section 11) and any and all other charges and amounts (collectively "Additional Rent") due to Landlord under this Lease.

6. **PERCENTAGE RENT.**

(a) For years 2 and 3 of the Term ("Percentage Rent Commencement"), Tenant shall pay six percent (6%) of Gross Sales over \$8,000,000, and then pay as required in the Percentage Rent Formula as described in Section 1(k) through the remainder of the Term.

(b) After the Percentage Rent Commencement, within thirty (30) days after the end of each quarter for the remainder of the Term, the Tenant shall deliver to the Landlord a statement signed by an authorized representative of the Tenant setting forth the Gross Sales of Tenant during such month.

(c) After the Percentage Rent Commencement, on or before the last day of March following each full calendar year of the Term, Tenant agrees to deliver to Landlord a statement certified by one of its officers, showing the sales (made by Tenant in its store in the Premises during the preceding calendar year and the amount of Percentage Rent owed for the Calendar Year and payment.

(d) Tenant agrees to allow Landlord, or Landlord's agents, to inspect Tenant's records of sales made annually in the Premises, at Tenant's place of business, provided (i) such inspection is made within one (1) year after the statement of sales is mailed or delivered by Tenant to Landlord, (ii) the inspector or auditor does not work on a contingency basis, and (iii) such inspections or audits may not occur more than once per calendar year. Tenant agrees that if Landlord's inspection reveals an understatement of sales in excess of five percent (5%) resulting in an underpayment of Percentage Rent hereunder, Tenant will reimburse Landlord for the cost of the inspection plus all Percentage Rent due.

“Gross Sales” shall mean the aggregate amount, expressed in dollars, of all sales of goods, whether in full or discount prices or for cash or credit, made in, on, or from the Leased Premises by the Tenant. The following shall be excluded from “Gross Sales”: (i) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Premises; (ii) returns to shippers or manufacturers; (iii) governmental excise or sales taxes added to the selling price of the item and paid by Tenant directly to the government; (iv) all sums received in settlement for lost or damaged merchandise; (v) discounts given to employees (up to twenty-five percent (25%) of such sale), (vi) charges paid directly to credit card companies, (vii) refunds given in connection with the return or exchange of any goods, wares, or merchandise sold, (viii) all proceeds of insurance, (ix) all proceeds received, directly or indirectly, by or for the benefit of Tenant from loans and the financing or refinancing of the Premises, (x) discounts, refunds, credits, allowances and/or adjustments made to customers not in excess of the original selling price of the item, (xi) sales of trade fixtures and store operating equipment, interest or other carrying charges on credit or time sales; and (xii) unpaid balances of credit sales charged off as “bad debts”, provided that if at any time after any such unpaid balance shall be so charged off, but prior to the expiration of the Lease Term, any amount shall be collected on account thereof, such amount shall then be included in Gross Sales.

7. COMMON AREAS OF SHOPPING CENTER LAYOUT.

(a) All common areas and other common facilities made available from time to time by Landlord in or about the Shopping Center (collectively “Common Areas”) shall be subject to the exclusive control and management of Landlord. Common Areas shall include all areas, space, facilities, equipment, signs and special services from time to time made available for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Shopping Center, such as sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks, parcel pick-up areas and utility facilities.

Exhibit “A” sets forth the layout of the Common Areas, buildings and improvements of the Shopping Center (collectively the “Shopping Center Improvements”), but this diagram shall not be deemed to be a warranty on the part of Landlord that the Shopping Center Improvements will

be constructed or maintained in accordance with this layout. Landlord shall have the right to expand the Shopping Center to adjoining or nearby property and to add to, remove, relocate, replace and/or otherwise change the Common Areas or any other Shopping Center Improvements as currently existing or as may be later constructed and to make all such other changes to the size, location and arrangement of the Common Areas or any other Shopping Center Improvements as Landlord deems advisable; provided that no such change to the Common Area shall reduce access to the Premises or parking available for Tenant's customers. Notwithstanding the foregoing, Landlord shall not have the right to remove, relocate, replace or otherwise build any facilities not currently in existence in the "No Build Area" shown on Exhibit "A-2" attached hereto and made a part hereof.

(b) Tenant shall have a non-exclusive license to use the Common Areas (as they exist now or at any time during the Term may exist) in common with Landlord and other tenants, occupants and other parties that Landlord allows to use the Shopping Center, such use by Tenant to be for access and parking only. Landlord agrees to operate and maintain the Common Areas, including removal of ice and snow, in a manner consistent with good shopping center practice. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Shopping Center and Common Areas; (ii) designate employee parking areas in the Shopping Center which Tenant and its employees must use, including any employee parking area(s) designated on Exhibit "A"; (iii) close all or any portion of the Common Areas to prevent the acquisition of public rights therein, for construction or other purposes; and (iv) perform or permit such other acts in and to the Common Areas that Landlord in the exercise of good business judgment deems to be advisable. A copy of Landlord's current Rules and Regulations are attached hereto as Exhibit "B" and made a part hereof. Notwithstanding any provision of this Lease to the contrary, Tenant shall have the right to terminate this Lease if the parking ratio falls below the lesser of: a) the ratio currently in place or b) four (4) parking spaces per one thousand (1,000) sq. feet of Shopping Center leasable floor area.

8. **SHOPPING CENTER OPERATING COSTS.** Tenant shall pay to Landlord as Additional Rent its pro rata share of the Shopping Center "Operating Costs" based upon the greater of the Operating Costs for the first, second and third year of the Term. Commencing at the beginning of the fourth year of the Term ("Base Year") until the termination of this Lease Tenant shall pay its share of the increase in Operating Costs capped at three (3%) percent annual increases on a non cumulative basis. As used in this Lease, "Operating Costs" shall mean the total costs and expenses incurred by Landlord in operating, maintaining and repairing the Shopping Center and Common Areas, including without limitation, the cost and expense of landscaping, gardening and planting; decorations and promotions; paving, patching, painting and line painting of all parking areas, drives and roadways; Common Area maintenance and cleaning, sanitary control, snow removal and trash, garbage and other refuse removal, including costs related to trash compactors; repair, maintenance and painting of sidewalks, pavements, light fixtures, signs, roofs, roof skins and downspouts; repair, maintenance and painting of buildings; pest control; general repairs; fire protection; security services (if any); costs of all types of insurance coverages carried by Landlord for the Shopping Center (excluding "Insurance Charges" that are otherwise paid by Tenant under Section 10 below); assessments and other charges due under the Declaration, if any, maintenance, repair and replacement of utility systems servicing the Shopping Center; costs of lighting and other utilities serving the Shopping Center; depreciation of machinery and equipment owned and used in operation, maintenance and repair of the Shopping Center, or the rental charges for such machinery and equipment; capital

improvements, repairs, and replacements (provided that, with respect to any such improvement, repair, or replacement, the cost shall be amortized on a straight-line basis over the useful life of such improvement, repair, or replacement); the cost to Landlord for management; administrative and overhead costs equal to five percent (5%) of the foregoing Operating Costs as described in this provision. Landlord may cause any and all of the aforesaid services relating to Operating Costs to be provided by an independent contractor or contractors.

Notwithstanding anything contained in this Lease to the contrary, in no event shall Common Area Costs include:

- (a) depreciation for capital replacements and improvements;
- (b) interest on debt or amortization payments on any mortgage or mortgages, and rental under any land leases or subleases;
- (c) real estate broker's commissions and other costs related to the execution and enforcement of leases of other tenants in the Project;
- (d) Landlord's income taxes or any franchise, inheritance, gift, estate, personal property, succession, net profits or transfer taxes;
- (e) the cost of any work or services provided to any other tenant which is paid for by said tenant and the cost of renovating space for any other tenants, each of which that are not otherwise repair or maintenance of the Building or Project;
- (f) expenses for repairs or other work occasioned by fire, windstorm or other casualty, unless such repairs or other work do not constitute capital replacements or improvements, and only to the extent such costs are not reimbursed by any insurance carrier;
- (g) costs of capital improvements or repairs (except for costs of any capital improvements or repairs made or installed for the purpose of reducing expenses or made or installed pursuant to any governmental requirement not in effect as of the Rent Commencement Date), which costs shall be amortized by Landlord in accordance with sound accounting and management principles consistently applied and spread evenly over the reasonably anticipated useful life of such capital improvements or repairs;
- (h) expenses incurred in leasing or procuring tenants (including, without limitation, advertising and marketing to prospective tenants, and leasing commissions);
- (i) expenditures in connection with services and other benefits which are not provided to Tenant or for which Tenant is charged directly but which are provided to one or more other occupants of the Project;
- (j) costs of installing, operating, managing and maintaining specialty improvements, including, without limitation, a cafeteria or dining facility;
- (k) Landlord's general corporate overhead and general administrative expenses and any management fee other than the administrative fee;

- (l) the cost of correcting any design defect (latent or otherwise) in the Project;
- (m) expenses in connection with repairs or other work occasioned by the exercise of the right of eminent domain;
- (n) damages incurred due to default by Landlord or other tenants under the terms of any lease;
- (o) costs, fines or penalties incurred due to the violation by Landlord or any other tenant or other occupant of the Project of any laws;
- (p) salary and benefits, including taxes and insurance, for all direct employees of Landlord above the grade of building manager or equivalent position and the portion thereof for any employees not working full time on the management, operation, maintenance or repair of the Common Areas, which is not reasonably allocable to the Common Areas;
- (q) any expenditures for which Landlord has been reimbursed from any person or entity who has failed to pay or reimburse the same when due;
- (r) any amount incurred by Landlord by reason of Landlord's negligence or willful misconduct;
- (s) costs of acquiring and/or leasing sculptures, paintings and other objects of art;
- (t) any costs representing an amount paid to a person, firm, corporation or other entity related to Landlord in excess of the amount which would have been paid on a fair market value basis in the absence of such relationship;
- (u) legal and accounting fees relating to disputes with tenants, prospective tenants or other occupants of the Project, disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Project or any part thereof, or negotiations of leases, contracts of sale or mortgages; and,
- (v) costs arising from Landlord's compliance with environmental laws or the presence of Hazardous Materials (as hereinafter defined) on the Project, but only in instances where said compliance or said release or presence of such Hazardous Materials was caused by Landlord or Landlord's agents, contractors, or employees;

Tenant's share of Operating Costs shall be computed by multiplying the total amount of the Operating Costs by a fraction ("Tenant's Fractional Share"), the numerator of which shall be the gross leasable area of the Premises, and the denominator of which shall be the total leasable floor area in that portion of the Shopping Center owned or operated by Landlord. Tenant's share of Operating Costs shall be paid in accordance with Section 11 below.

9. **TAXES.** Tenant shall not pay Real Estate Taxes for any of the first, second or third years of the Term. In the fourth and subsequent years of the Term, Tenant shall pay the greater of (i) six percent (6%) over the Percentage Rent Breakpoint pursuant to Section 1(k) hereof, and (ii) its share of the Real Estate Taxes which shall be computed by multiplying the total amount of Real Estate Taxes by Tenant's Fractional Share (in such calculation, "Excluded Parcels" shall

mean those portions of the Shopping Center as to which real estate taxes thereon are not included in the total of Real Estate taxes for which Tenant is being charged a share hereunder).

The term "Real Estate Taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against the Shopping Center (other than Excluded Parcels that are separately assessed for real estate tax purposes, if any) and other taxes arising out of the use and/or occupancy of the Shopping Center, imposed by any taxing authority having jurisdiction over the Shopping Center. Landlord shall be obligated to reasonably contest the validity or amount of any such taxes or assessments and to seek a rebate of taxes or assessments, and Real Estate Taxes shall include expenses and reasonable attorney's fees incurred by Landlord in such efforts. Real Estate Taxes shall not include franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord.

Tenant shall also pay promptly when due or make reimbursement to Landlord for all taxes imposed upon Tenant's Rent, lease and business operation, including without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes and other taxes assessed upon the consideration to be received by Landlord for this Lease, or upon the personal property of Tenant.

10. **LANDLORD'S INSURANCE.** Landlord agrees to maintain a "special form" policy of commercial property insurance and commercial general liability insurance on the Premises and Shopping Center, in types and amounts as reasonably determined by Landlord. Landlord agrees that it will indemnify, defend and hold Tenant, its successors, assigns, agents, members and employees, harmless from any and all injury or damage to person or property in, on or about the Common Areas, and all injury or damage occurring elsewhere in the Shopping Center, in both cases solely as a result of the gross negligence or willful misconduct of Landlord, its agents or employees, including, without limitation, all costs, expenses (including reasonable attorney's fees), claims or suits arising in connection therewith.

11. **PAYMENT OF TENANT CHARGES.** In accordance with Paragraphs 8 & 9, Landlord shall estimate the amounts that Tenant will owe for Operating Costs and Real Estate Taxes (collectively the "Tenant Charges") on the basis of periods of twelve (12) consecutive months as designated by Landlord, and Tenant shall pay one-twelfth of such estimate of Tenant Charges on a monthly basis in advance together with payment of Base Rent. Landlord may revise the estimate of Tenant Charges from time to time and change Tenant's monthly estimated payment of Tenant Charges accordingly. Landlord shall furnish Tenant annually (within four (4) months after the end of the applicable twelve (12) month period) with a statement of the actual Tenant Charges for the period in question including supporting documentation, and there shall be an adjustment between Landlord and Tenant of Tenant Charges owed by Tenant for such period. Any amount owed to Landlord for an underpayment of the actual Tenant Charges shall be made within sixty (60) days after receipt by Tenant of the billing therefor. Tenant Charges at the beginning or end of the Term for periods of less than twelve (12) full calendar months shall be appropriately adjusted by Landlord. Tenant shall have the right to audit Tenant Charges and if such audit shows that Tenant has been overcharged by at least five percent (5%) then Landlord shall pay for the reasonable cost of the audit.

12. **USE.** The Premises shall be used solely for the Permitted Use and for no other use or purpose. Without limiting the generality of the foregoing, Tenant shall not permit the Premises to be used for the Prohibited Uses as set forth in Exhibit "C" attached hereto and incorporated as

a part hereof. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations relating to the Premises and the business conducted therein. Tenant shall not use or permit to be used any advertising medium or device, such as phonograph, radio or public address system, without the prior written consent of Landlord. Tenant shall not use, or permit to be used, the Premises for any illegal or immoral purpose. Tenant shall not hold any fire, bankruptcy, going out of business or auction sales. Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, sale, transportation or disposal of any chemical, material or substance that could pose a hazard to the health and safety of the other tenants and occupants of the Shopping Center or in violation of any law, rule or regulation relating to hazardous substances of any applicable governmental authority. Tenant shall comply with all environmental laws relating to Tenant's business and use and occupancy of the Premises. As a material inducement to Landlord to enter into this Lease, Tenant agrees, during Lease Years 1 through 5, to: (i) operate its business during normal business hours but no less than 10:00 am to 9:00 pm Monday through Saturday and noon to 6:00 pm on Sunday in the Premises at all times during the term of this Lease under the Trade Name specified in Section 1(c) or such other Trade Name as approved in writing by Landlord and (ii) keep the Premises adequately stocked and manned to maximize sales during the first eight (8) years of the Lease terms. The provisions of this Section 12 are intended solely for the benefit of Landlord and are not intended for the benefit of any other tenant of the Shopping Center. No other tenant of the Shopping Center shall have the right to enforce or cause Landlord to enforce the provisions hereof; nor shall Tenant have the right to enforce or cause Landlord to enforce this or any similar provision in any other lease for space in the Shopping Center. Landlord warrants that the Premises are currently zoned to permit Tenant's Use, as defined herein, and there are currently no public or private restrictions against such Use.

13. **TRADE FIXTURES.** Tenant shall have the right to install its trade fixtures in the Premises, provided such installation shall not interfere with the construction of the building in which the Premises is located, and such installation shall be at the sole risk and expense of Tenant. All moveable trade fixtures installed in the Premises by Tenant shall remain the property of, and shall be removed by, Tenant at the expiration of this Lease if (i) Tenant is not in default hereunder and (ii) Tenant agrees promptly to repair or reimburse Landlord for the cost of repairing all damage to the Premises occasioned by the removal of said trade fixtures up to a maximum of \$5,000. Equipment and fixtures that are integral to the operation of the Premises as a real estate unit generally, such as HVAC, plumbing, electrical, and illumination equipment or wall-to-wall carpeting (as opposed to loose area rugs), or that are permanently installed in the Premises (such as built-in cabinets) shall not be considered trade fixtures and shall not be removed by Tenant.

14. **MAINTENANCE BY LANDLORD.** Landlord covenants that it will, within a reasonable time after being notified in writing by Tenant of the need therefor, make such repairs to the roof, outside walls (except windows, store front and doors), gutters and downspouts of the building of which the Premises is a part as may be necessary in order to keep such building in good condition, unless said repairs are occasioned by the negligence or willful act of Tenant or any of its agents, employees or contractors, in which event such repairs shall be made at the expense of Tenant, subject to Section 22 below. These covenants made by Landlord are subject to reimbursement as applicable pursuant to the provisions of Section 11 above. Notwithstanding any provision in this Lease to the contrary, Landlord shall deliver the Premises to Tenant, by not

later than the Delivery Date, with (a) the HVAC system in good working order, and (b) the roof in good condition, water-tight and leak-free.

15. **MAINTENANCE BY TENANT.**

(a) Tenant agrees that it will, at its own cost and expense, keep the interior of the Premises in good condition and the appurtenances thereto, including without limitation the heating and air conditioning systems, toilets, plumbing lines, sprinkler system, windows, glass, electric lines, fixtures, store front and equipment, in good condition and repair, making such replacements as may be necessary from time to time. Tenant shall be responsible for all repairs and replacements necessary to keep the Premises and the appurtenances thereto in good order and condition except those which Landlord has expressly agreed to make under the provisions of Section 14 of this Lease. Landlord hereby assigns all available warranties, if any, to Tenant for systems which Tenant is required to maintain, and shall upon request provide copies of same to Tenant.

(b) Tenant shall store all trash, rubbish and garbage in fully-closed containers at the rear of the Premises. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises, and Tenant shall pay all costs incident to the removal thereof. In the event that Landlord elects to provide refuse containers, Tenant agrees that it shall pay its proportional share of the cost of the container and disposal of the refuse.

(c) In connection with the requirements of this Section 15, Tenant shall maintain the HVAC system for any and all repairs or replacements up to Two Thousand Five Hundred Dollars (\$2,500) per year. Landlord shall be responsible for any maintenance or replacement cost in amount greater than Two Thousand Five Hundred Dollars (\$2,500) per year.

(d) Tenant agrees that it will, at Tenant's expense, comply with any mandatory preventative maintenance items required by insurance carriers, rating authorities or public officials to minimize loss frequency and/or severity within the Premises, but only if Tenant is otherwise required to perform repairs and maintenance to such portion of Premises pursuant to Section 15(a) hereof .

(e) Tenant shall keep the Premises free from insects, pests and vermin of all kind, and for that purpose Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require.

(f) Sprinkler systems, if any, located in Tenant's area shall be maintained, at Landlord's sole expense (except for the negligence of Tenant which then shall be paid for and maintained by Tenant), in accordance with National Fire Protection Association standards to ensure proper operation. Sprinkler control valves (interior and exterior) located in Tenant's area shall be monitored by supervisory alarm service. In the event local or state codes do not require alarm systems, Tenant shall provide alarm service on all sprinkler systems to detect water flow and tampering with exterior and interior main control valves of the sprinkler system servicing Tenant's premises. Moreover, it shall be Tenant's responsibility to contact the Commercial Property Manager at 4300 East 5th Avenue, Columbus, Ohio 43219, (614) 445-8461, in the event the sprinkler system in the demised premises is ever shut off for any reason, and advise same of any damage occasioned or caused by the actions of Tenant, its agents, invitees, or employees,

and/or as a result of Tenant's repair obligations hereunder. All costs of maintaining the sprinkler system in Tenant's area shall be paid by Landlord.

16. **UTILITIES.** Tenant agrees to be responsible and pay for all public utility services rendered or furnished to the Premises during the Term hereof, including, but not limited to, heat, water, gas, electric, steam, telephone service and sewer services, together with all taxes, levies or other charges on such utility services when the same become due and payable. Should any utility service not be separately metered, then Tenant shall be responsible for its pro rata share thereof as reasonably determined from time to time and billed by Landlord. Tenant acknowledges that Landlord may sub-meter water. Landlord shall not be liable for the quality or quantity of or interference involving such utilities unless due directly to Landlord's negligence. Notwithstanding the foregoing if due to the negligence of Landlord, utility services to the Premises is interrupted and such interruption continues for at least seven (7) days, Tenant shall have the right to abate its Rent from the first day of such interruption until such time as the utility services are restored.

During the Term hereof or any renewal or extension period, whether the Premises are occupied or unoccupied, Tenant agrees to maintain heat sufficient to heat the Premises so as to avert any damage to the Premises on account of cold weather.

17. **ALTERATIONS.** Tenant shall not make any exterior or structural alterations to the Premises without Landlord's prior written consent, which may not be unreasonably withheld by Landlord. Tenant may make interior, non-structural alterations and improvements to the Premises not exceeding Two Hundred Fifty Thousand Dollars (\$250,000) without Landlord's consent so long as such interior, non-structural alterations shall not reduce or impair the value of the Premises, nor diminish the structural integrity of the building. All alterations and improvements shall be performed in a first-class manner, using new materials, in a good and workmanlike manner, in accordance with all applicable Laws, and in accordance with the plans and specifications approved by Landlord. In no event shall Tenant make any change to the Premises that alters the character of the Premises from a single retail entity, lessens the value of the Premises or violates any laws or other legal requirements, the Declaration, if applicable, or the provisions of any mortgage on the Shopping Center. Work done by Tenant under the provisions of this paragraph shall not interfere with the use by other tenants of their premises in the Shopping Center. Tenant shall indemnify and save harmless the Landlord from and against all mechanics liens or claims by reason of repairs, alterations or improvements which may be made by Tenant to the Premises.

18. **ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall have the right to assign and sublease this Lease to any parent, affiliate, subsidiary, licensee or successor by merger, acquisition or sale of all or substantially all of Tenant's assets without the prior written consent of Landlord (a "Permitted Transfer"), so long as Tenant remains fully liable under the Lease. Tenant shall have the right to assign and sublease the Lease to any other entity with Landlord's consent which shall not be unreasonably withheld (a "Transfer"). Without limiting the generality of the foregoing, Tenant hereby acknowledges and agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee's financial condition is not adequate for the obligations such transferee is assuming in connection with the proposed Transfer; (ii) the transferee is a current tenant or

occupant of the Shopping Center; or (iii) Tenant is in default beyond any applicable notice and cure period. Any attempted Transfer in violation of this Section 18, shall, exercisable in Landlord's sole and absolute discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease or any liability hereunder, provided, however, that Tenant shall be fully released of liability if the proposed assignee or sublessee has a net worth which is equal or greater to that of Tenant as of the date of assignment.

(b) Notwithstanding anything to the contrary contained in this Section 18, and except in the case of a Permitted Transfer, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer notice, to (i) recapture the subject space, (ii) take an assignment or sublease of the subject space from Tenant, or (iii) withhold consent to the assignment, provided that such withholding of consent would be reasonable pursuant to the provisions of Section 18(a). Such recapture, or sublease or assignment notice shall cancel and terminate this Lease, or create a sublease or assignment, as the case may be, with respect to the subject space as of the date stated in the Transfer notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer notice. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture, sublease or take an assignment of the subject space under this Section 18(b), then, provided Landlord has consented to the proposed Transfer (if such consent is required pursuant to Section 18(a) above), Tenant shall be entitled to proceed to transfer the subject space.

(c) Intentionally deleted.

19. **EMINENT DOMAIN**. If any part of the Premises shall be taken by governmental authority pursuant to its power of eminent domain (or Landlord conveys any part of the Premises pursuant to a threat thereof), then the Premises shall be reduced in proportion to the amount so taken or conveyed, unless the amount taken shall be so great that it would be impractical for Tenant, to continue operation, in which event this Lease shall be canceled and terminated, in Tenant's sole discretion, as of the date of such taking. All compensation awarded for any taking of the Premises or the Shopping Center shall belong solely to and be the property of Landlord, and Tenant assigns to Landlord all of Tenant's rights with respect hereto. However, Tenant may apply for reimbursement from the condemning authority (if permitted by law) for moving expenses, removal of Tenant's trade fixtures, or loss of Tenant's business good will, provided that any such reimbursement shall not reduce the amount of the award otherwise recoverable from the condemning authority by Landlord. If a portion of the Premises is taken and this Lease is not terminated, Landlord shall at its own expense restore the remaining portion of the Premises to a complete architectural unit, provided that (i) Landlord shall in no event be obligated to incur costs and expenses in excess of the condemnation award or proceeds actually received by Landlord and (ii) such work shall not exceed the scope of the Landlord's Work. Furthermore, in the event of such taking, the Rent shall be reduced proportionately based in the percentage of the Premises taken and not restored by Landlord.

20. **DAMAGE BY FIRE.** If the Premises shall be damaged by fire or other casualty during the Term hereof, Landlord agrees that it will restore the Premises to at least as good a condition as on the Delivery Date (but in any event in such condition as will allow Tenant to restore Tenant's Work) with reasonable dispatch, insofar as the proceeds from Landlord's insurance permit and provided that Landlord's mortgagee does not require insurance proceeds to be paid to it. Notwithstanding the foregoing, if the Premises is not restored within 180 days of the date of the damage, Tenant shall have the right to terminate this lease. All other repairs shall be conducted at the sole expense of Tenant. If the Premises are rendered untenantable in whole or in part as a result of damage, the Base Rent payable hereunder shall be equitably and proportionately abated, (according to loss of use) during the period intervening between the date of such damage and the date the Premises are restored; provided, however, that if such damage occurs during the last two (2) years of the Term and exceeds fifty percent (50%) of the insurable value of the Premises at the time such damage occurs, unless Tenant has duly exercised an option to renew pursuant to the terms hereof or any further options subsequently granted by Landlord in writing, either party may terminate this Lease as of the date of such damage by giving the other party written notice of its intention to do so within thirty (30) days after such damage occurs. If this Lease is so terminated, then Rent payable hereunder shall be abated as of the date of such damage, and Tenant shall remove all of its property from the Premises within thirty (30) days after the notice of termination is given.

21. **TENANT'S INDEMNIFICATION, LIABILITY AND CASUALTY INSURANCE.** Tenant agrees that it will indemnify, defend and hold Landlord, its successors, assigns, agents, members and employees, harmless from any and all injury or damage to person or property in, on or about the Premises, and all injury or damage occurring elsewhere in the Shopping Center, in both cases solely as a result of the negligence or willful misconduct of Tenant, its agents or employees, including, without limitation, all costs, expenses (including reasonable attorney's fees), claims or suits arising in connection therewith. Tenant agrees to maintain fire and extended coverage property insurance on its personal property and the interior improvements to the Premises. Tenant shall also maintain property damage and commercial general liability insurance on the Premises, paid annually, and listing Landlord and any parties reasonably required by Landlord as additional insureds. At the time this Lease is executed and thereafter during the term hereof within (i) fifteen (15) days after request therefore by Landlord, and (ii) fifteen (15) days after each policy renewal, Tenant shall furnish to Landlord certificates and evidence of insurance evidencing the continuous existence during the term of this Lease of all insurance required to be carried by Tenant hereunder. If Tenant fails to provide such insurance, Landlord may (but shall not be obligated to) do so and collect the cost thereof as Rent. Landlord and any mortgagee shall not be liable for any damage to persons or property sustained in or about the Premises, howsoever caused.

22. **RELEASE AND WAIVER OF SUBROGATION.** Landlord and Tenant mutually release and discharge each other (as well as the officers, directors, partners, agents and employees of each other) from responsibility and liability (by way of subrogation or otherwise for loss or damage to any building, structure or other property (real or personal) of the other party, or any resulting loss of income that is an insured loss under the terms of the insurance policies) of the releasing party or that involves a fire, casualty or other risk or loss required to be insured against under this Lease. This release and discharge shall be applicable even though such loss or damage may have been caused by the negligence of the party hereby released.

Landlord and Tenant agree to include a waiver of subrogation endorsement in each of their respective casualty insurance policies.

23. **DEFAULT.**

(a) In the event the business being conducted in the Premises shall at any time be subsequently terminated, or if Tenant fails to operate in accordance with the provisions of Section 12 of this Lease or in the event Tenant shall be in default in the performance of any other of the terms, covenants, conditions or provisions herein contained, including but not limited to the Rules and Regulations attached hereto as Exhibit "B" after Landlord has given Tenant thirty (30) days prior written notice of such non-performance (or such additional reasonable time as Tenant may require if cure is not practicable within such thirty (30) day period and Tenant has commenced the cure and is diligently continuing to completion), or in the event Tenant shall become insolvent or shall make a general assignment for the benefit of its creditors, or in the event a receiver shall be appointed for Tenant or a substantial part of its property and such receiver is not removed within thirty (30) days after appointment, Tenant shall be deemed to be in default under the terms of this Lease (each such event, an "Event of Default") and Landlord may, in addition to all other remedies available at law or in equity, exercise the remedies set forth in Section 24 hereof.

(b) In the event Tenant fails to pay when due any installment of Rent, Tenant shall be deemed to be in default under the terms of this Lease, and Landlord may, in addition to all other remedies available at law or in equity, exercise the remedies set forth in Section 24 hereof. Notwithstanding the foregoing, Tenant shall not be in default unless Tenant fails to pay Rent after the expiration of any notice and cure period. Tenant shall be entitled to two (2) written ten (10) day notice and cure periods in each calendar year of the Term for failure to timely pay Rent.

24. **LANDLORD'S REMEDIES.**

(a) Upon the occurrence of any Event of Default, Landlord may do any one or more of the following:

- (i) Without terminating Tenant's obligation to pay Rent, elect to terminate this Lease and the tenancy created hereby by giving Notice to Tenant, which termination shall be effective as of the date of such Notice or any later date therein specified by Landlord in such Notice (and on the effective date of such termination, all obligations and liabilities of Landlord hereunder shall terminate), and, without further Notice, Landlord shall have the right to repossess the Premises, by summary proceedings or otherwise, and remove Tenant and all other person and property from the Premises, without liability for damage to, and without obligation to store, such property. After such termination, Landlord may change the locks. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including without limitation, the following (without duplication by any element of damages):

- (1) accrued Rent to the effective date of termination together with late charges and interest thereon at the rate of 10% per annum (the "Default Rate") from the date owed through the date paid; plus
- (2) the reasonable cost of recovering the Premises, including without limitation, reasonable attorneys' fees; plus
- (3) all reasonable costs of enforcing this Lease, including, without limitation, the provisions of this subparagraph (a) against Tenant; plus
- (4) reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises to prevent damage, advertising costs, brokerage commissions, and reasonable attorneys' fees (collectively, "Reletting Costs"); plus
- (5) the present value of the Rent (discounted at a rate of interest equal to eight percent (8%) per annum (the Discount Rate)) that would have accrued under this Lease for the Term, reduced by the present value of the actual Rent, discounted at the Discount Rate, received from Landlord's successful reletting of the Premises. It being agreed, however, that Landlord's obligation to relet or attempt to relet the Premises is subject to the provisions of subparagraph (b) below. For purposes of computing the amount of Rent that would have accrued after the effective date of termination, obligations for real estate taxes, insurance costs shall be projected, based upon the rate of increase, if any, in such items from the Rent Commencement Date through the termination date; plus
- (6) any other reasonable costs or amounts necessary to compensate Landlord for all damages caused by Tenant's failure to perform its obligations hereunder.

or

- (ii) Elect to immediately, or at any time (whereupon all obligations and liability of Landlord hereunder shall terminate) thereafter, and without terminating this Lease, enter into and upon the Premises or any part thereof and take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises, remove any and all of their property from the Premises, and change the locks. Tenant covenants and agrees that notwithstanding any such re-entry by Landlord, it shall pay and be liable for (on the days originally fixed herein for the payment thereof) amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if Landlord had not re-entered as aforesaid, together with all Reletting Costs, and whether the Premises be

relet or remain vacant in whole or in part or for a period less than the remainder of the Term, or for the whole thereof.

In the event of an Event of Default, Landlord shall not be deemed to have terminated this Lease (or the Term thereof) unless Landlord delivers a Notice to Tenant that expressly terminates this Lease.

(b) In the event of an Event of Default as set forth in Section 23 above, Landlord may relet the Premises or any part therefor, for such term and on such terms and conditions as Landlord, in its sole discretion, may determine. Landlord agrees, at the cost of Tenant, to take commercially reasonable efforts to relet the Premises. Rent received by Landlord from such reletting shall be applied first to Reletting Costs, second, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall reasonably determine), third, to the payment of Rent due and unpaid hereunder (in such order as Landlord shall determine), and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due; and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor from time to time. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subparagraph (i) above. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such Lease shall be and remain the exclusive property of Landlord, and Tenant shall not, at any time, be entitled to recover any such rental, provided, however, that Tenant shall be given credit for all rents received. Landlord may at any time, upon an occurrence of an Event of Default whether before or after a reletting, elect to terminate this Lease pursuant to subparagraph (i) above.

(c) New Locks; Disposition of Property. If Landlord terminates the Lease pursuant to subparagraph (a) above or terminates Tenant's possession under subparagraph (b) above, (1) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed at the Premises, and (2) any and all property which Landlord has the right to remove from the Premises pursuant to subparagraph (a) or subparagraph (b) above, shall at Tenant's sole cost and expense, be (a) stored and/or (b) sold at private or public sale for such price as Landlord may obtain, with the proceeds of any such sale being applied to amounts due from Tenant to Landlord under this Lease (including Landlord's attorneys' fees and other costs incurred in the removal, storage and/or sale of such items), with any remainder to be paid to Tenant.

(d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided in this Lease or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of a Tenant Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

(e) Late Charges and Interest. Any Rent not paid when due shall bear interest beginning ten (10) days after the due date at the Default Rate, or until payment is received by Landlord. In addition, provided that Landlord has given ten (10) days prior written notice to Tenant of Tenant's failure to timely pay Rent, Tenant shall pay Landlord a late charge equal to

five percent (5%) of the amount ten (10) days overdue to compensate Landlord for the extra costs Landlord will incur as a result of such late payment. The parties agree that (1) it would be impractical and extremely difficult to fix the actual damage that Landlord will suffer on account of Tenant's late payment, (2) such interest and late charges represent a fair and reasonable estimate of the detriment that Landlord will suffer by reason of late payment by Tenant, and (3) the payment of interest and late charges are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charge is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of such late charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.

(f) Landlord's Cure of Tenant Defaults. If Tenant fails to perform any non-monetary obligation under this Lease for thirty (30) days after Notice (as hereinafter defined) thereof by Landlord (except that no Notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to ten percent (10%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom, or a waiver of any remedies to which Landlord is entitled to as a result of Tenant's failure to perform.

(g) Bad Rent Checks. If during any five (5) year period under the Term Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be paid by Tenant.

(h) Other Matters. No re-entry or repossession, repairs, changes, alterations, additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Event of Default by Tenant. The times set forth herein for the curing of violations by Tenant are of the essence. Notwithstanding any provision of this Lease to the contrary, all payment due Landlord from Tenant with the exception of Rent (as defined in Section 5 hereof) shall be due thirty (30) days after Landlord's written request for payment.

(i) Mitigation of Damages. If Landlord terminates this Lease or Tenant's right to possession, Landlord shall have the obligation to mitigate damages to the extent required by applicable law. If Landlord is required by applicable law to mitigate damages under this Lease: (1) Landlord shall be required only to use commercially reasonable efforts to mitigate, (2) Landlord will not be deemed to have failed to mitigate and such mitigation shall be deemed complete if Landlord leases all portions of the Premises. Notwithstanding any provision of this Lease to the contrary, Tenant shall be entitled to all rights under applicable Illinois law.

25. SIGNS, AWNINGS AND CANOPIES. Subject to Tenant obtaining all required municipal and other governmental approvals and any other approvals deemed reasonably necessary by Landlord under the Declaration, if applicable, as the case may be, Tenant shall install, at its expense, exterior signage in conformity with the sign criteria of Landlord attached as Exhibit "D", or such other sign criteria as Landlord may hereafter promulgate in its reasonable business discretion. Except for the signage designated on Exhibit "D", Tenant agrees not to place any other sign, advertising matter or the like on the exterior of the Premises without Landlord's prior written consent. All of Tenant's signs, window advertising and other displays shall be of professional quality and shall be consistent and compatible with a first class shopping center. Under no circumstances shall Tenant place hand-lettered advertising on any window or door of the Premises or anywhere on the exterior of the Premises. No exterior identification signs attached to any building of the Shopping Center shall be of the following type: (i) flashing, moving or audible signs; (ii) exposed neon tubes, exposed ballast boxes, or exposed transformers, provided that Tenant shall have the right to employ any methods necessary for the installation of internally illuminated self-contained channel letters and further provided that such signs shall be permitted if a part of a national tenant's prototypical signage; or (iii) paper or cardboard signs other than professionally prepared interior window signs advertising special sales within the subject premises, temporary signs (exclusive of contractor signs and professionally prepared "grand opening" and "coming soon" banners, which may be installed without Landlord's consent), stickers or decals, provided, however, the foregoing shall not prohibit the placement at the entrance of each such premises of (A) small stickers or decals which indicate hours of business, emergency telephone numbers, credit cards accepted, and other similar information, and/or (B) a sticker or decal which contains the phrase "no solicitation" or words of like import. All signs of Tenant shall be subject to and shall comply at all times with applicable governmental requirements. No awnings or canopies shall be erected without Landlord's prior written consent. Tenant agrees to maintain all signs in good condition and repair.

26. SUBORDINATION. Tenant agrees and acknowledges that this Lease shall be subject and subordinate to any and all mortgages and deeds of trust that may now or hereafter affect this Lease or the real property of which the Premises forms a part, and to all terms, provisions, renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that such subordination shall be memorialized in a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") in form reasonably satisfactory to Tenant and the Mortgagee (as hereinafter defined) and such agreement shall provide that, for so long as Tenant has fully and faithfully performed all of the terms, conditions, covenants, and obligations set forth in this Lease, Tenant's right to use and occupy the Premises shall remain undisturbed by the mortgagee and those acting by or through the mortgagee. The SNDA shall also include Tenant's agreement to attorn to any successor to Landlord's interest in the Premises, including any mortgagee, ground lessor or future holder of a mortgage or to any purchaser at foreclosure

(or by deed in lieu of foreclosure) (“Mortgagee”) upon all of the terms and conditions of this Lease.

27. **ESTOPPEL CERTIFICATE.** Within ten (10) business days after receipt of a request therefore, Tenant agrees to deliver to Landlord and/or to any actual or prospective purchaser, Mortgagee or other third party designated by Landlord a duly executed and acknowledged instrument certifying to Tenant’s best knowledge (i) whether this Lease is in full force and effect (and if not, why), (ii) as to the existence of any default, (iii) whether there are any defenses, counterclaims or offsets to such default, (iv) whether there has been any modification or amendment to this Lease, and (v) as to such other matters relating to this Lease as may be reasonably requested. Any such certificate may be relied upon by Landlord and by any other person to whom it has been exhibited or delivered, and the contents of the certificate shall be binding upon Tenant.

28. **INSPECTION.** Tenant agrees to allow Landlord or its representatives or prospective purchasers or Mortgagees, at any reasonable hour, and upon 48 hours prior notice, except in case of emergency where no notice is required, to enter the Premises for the purpose of inspecting the same, for making any repairs deemed necessary or desirable, or for showing the Premises to any party. Tenant will allow “For Rent” signs not to exceed ten (10) sq. ft. in size to be placed on the exterior walls of the Premises, but not on any glass surface, and to remain thereon without hindrance or molestation during the last six (6) months of the Term.

29. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of hurricane, tornado (or comparable weather conditions of unusual severity) strikes, lock-outs, 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; provided, however, that the provisions of this Section 29 shall not operate to excuse Tenant, nor shall Tenant in any event be excused, from prompt payment of Rent.

30. **LANDLORD’S LIABILITY.** Tenant acknowledges that Landlord’s liability under this Lease shall be limited to Landlord’s equity interest in the Shopping Center, and any judgment against Landlord shall be satisfied solely out of the proceeds of sale of Landlord’s equity interest in the Shopping Center. No judgment rendered against Landlord shall give rise to any right of execution or levy against Landlord’s other assets. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Nothing in this Section 30, however, shall bar Tenant from seeking and enforcing any equitable remedy of Tenant against Landlord, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Landlord only to the extent of Landlord’s equity interest in the Shopping Center. Furthermore, it is understood and agreed that in each and every instance in which Landlord’s approval or consent is required under this Lease, Landlord shall not be liable for damages (whether direct, consequential or otherwise)

by reason of its failure to grant such approval or consent (unless Landlord is found to have acted in bad faith), and Tenant's sole remedy shall be an action for injunctive relief or specific performance.

31. **NOTICES.** Any notice, request, demand, approval or consent given or required to be given under this Lease ("Notice") shall be in writing and shall be deemed to have been given if and when (i) posted in the United States registered or certified mail, return receipt requested, postage prepaid, (ii) delivered by hand, or (iii) delivered by overnight express delivery by a nationally-recognized commercial courier service, and in any event addressed to Landlord at Landlord's Mailing Address or addressed to Tenant at Tenant's Mailing Address. Either party may at any time change its address for Notice purposes by sending a notice to the other party advising of the new address.

32. **QUIET ENJOYMENT.** Provided that Tenant has performed all of its obligations under this Lease, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the Premises during the Term free of molestation by Landlord, subject to the provisions of this Lease, the Declaration, if applicable, and of all mortgages, ground leases, encumbrances and other matters of record affecting title to the Shopping Center.

33. **NO WAIVERS.** The failure of Landlord to insist, in any one or more instances, upon strict performance by Tenant of any covenant of this Lease shall not be construed as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect. The receipt by Landlord or its Agent of Rent with knowledge of the breach or any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been agreed upon unless expressed in writing signed by the parties hereto.

34. **SUCCESSORS AND ASSIGNS.** This Lease and all terms, covenants, conditions and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and (if and when assigned in accordance with the provisions hereof) assigns.

35. **TERMINATION/HOLDOVER.** On expiration or sooner termination of the Term, Tenant shall surrender to Landlord the Premises and all Tenant's non-moveable improvements and alterations in good, clean, orderly, and undamaged condition, except for ordinary wear and tear or condemnation or destruction of the Premises as covered by Sections 19 and 20 and except for trade fixtures that Tenant has removed under the provisions of Section 13. Tenant shall deliver to Landlord all keys to the Premises, remove all its personal property and make repairs and reimbursements pursuant to Section 13 within the above stated time. Landlord may elect to retain or dispose of, in any manner, any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the Term. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of after expiration of the Term shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or personal property. Tenant shall be liable to Landlord for Landlord's costs of storing, removing, and disposing of any alterations or Tenant's personal property which Landlord does not elect to acquire, provided that such costs, including repair and reimbursement costs to Tenant pursuant to Section 13 of this Lease, do not exceed \$10,000..

If Tenant fails to surrender the Premises on the date that the Term of this Lease expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy from month-to-month cancelable by Landlord or Tenant, and such tenancy shall be subject to all of the provisions of this Lease, except that Base Rent during the holdover tenancy shall be equal to one hundred twenty-five percent (125%) the Base Rent in effect immediately prior to the end of the Term. Notwithstanding the foregoing, if Landlord and Tenant are in negotiations to extend the Term, then the Base Rent in effect immediately prior to the end of the Term shall apply during such negotiations, up to a maximum of six (6) months.

36. **SECURITY DEPOSIT.** Intentionally Deleted

37. **LEASE GUARANTY.** Landlord's obligations under this Lease are conditioned upon receipt of a Guaranty of Lease in the form attached as Exhibit "H" executed by the Guarantor and receipt of satisfactory evidence of the authority of the Guarantor to execute the Guaranty of Lease.

38. **MECHANIC'S LIENS.** Tenant agrees that it will, at all times during the term of this Lease, take commercially reasonable steps necessary to prevent the filing of mechanic's liens against the Premises. If any mechanic's or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements within the Shopping Center, by reason of Tenant's change or alteration thereto, Tenant shall cause the same to be canceled or discharged of record within thirty (30) days after notice of filing, by bond or otherwise, at the expense of Tenant, and Tenant shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and Tenant shall pay any damage and satisfactorily discharge any judgment entered therein and save harmless Landlord from any claim, attorney fees or damage therefrom. In the event Tenant fails to remove such lien, liens or orders within thirty (30) days of filing, Landlord may have said lien, liens or orders removed and Tenant agrees to reimburse any amount paid by Landlord to remove said lien, liens or order, including reasonable attorney's fees.

39. Intentionally Deleted

40. **HAZARDOUS SUBSTANCES.**

(a) Except for office and cleaning supplies used in the ordinary course of Tenant's business, during the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state or local laws, ordinances, rules and regulations. Tenant shall indemnify and hold Landlord harmless from any and all liabilities, penalties, demands, actions, costs and expenses (including without limitation reasonable attorney fees), remediation and response costs incurred or suffered by Landlord directly or indirectly arising due to the breach of Tenant's obligations set forth in this Section. Such indemnification shall survive expiration or earlier termination of this Lease. At the expiration or sooner termination hereof, Tenant shall return the Premises to Landlord in substantially the same condition as existed on the date of commencement hereof.

(b) Prior to any renovation or demolition activities containing any asbestos containing materials or asbestos containing building materials, as defined by federal, state or local laws, ordinances, rules and regulations, which are the responsibility of Tenant hereunder, or in connection with any renovation or demolition by Tenant, Tenant shall notify Landlord at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. Tenant shall be responsible for compliance with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

(c) Tenant shall be solely responsible for the cost, and/or expense for the identification, containment, treatment, and/or required remediation activities associated with the removing of any "hazardous materials" which are brought to, created on, and/or disposed upon the Premises and/or Shopping Center by Tenant or any contractor, agent or employee of Tenant. As used in this Lease, the term "hazardous material" shall mean: (a) any "hazardous substance" as defined in § 101(14) of the Comprehensive Environmental response, Compensation and Liability Act, 42 U.S.C. § 9601(14) amended; (b) any "hazardous waste"; (c) petroleum or petroleum products, crude oil or any by-products thereof, natural gas or synthetic gas used for fuel; and (d) any additional substances or materials which at some time are classified or considered to be hazardous or toxic under the laws of the State of Ohio or any other ordinances, laws and/or regulations of all governmental authorities having jurisdiction [the materials described in clauses (a) through (d) above are collectively referred to herein as "hazardous materials"]. The obligations of Tenant under this Section 40 shall survive the expiration or sooner termination of this Lease.

(d) Landlord shall be solely responsible for the cost, and/or expense for the identification, containment, treatment, and/or required remediation activities associated with the removing of any "hazardous materials" which are brought to, created on, and/or disposed upon the Shopping Center by Landlord or any contractor, agent or employee of Landlord, or which may presently be located on the Premises. Landlord represents that to its actual knowledge with all due investigation, there are no "hazardous materials" in violation of the law in the Premises or in any of the common areas of the Shopping Center.

41. **MISCELLANEOUS PROVISIONS.**

(a) Entire Agreement: Modification. This Lease represents the final understanding and agreement between Landlord and Tenant and incorporates all negotiations between the parties. This Lease cannot be modified except by writing signed by the party against whom the modification is to be enforced.

(b) Interpretation. The captions and headings in this Lease are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. References to any specific gender shall be deemed to include the other gender or neuter, as applicable, references to "expiration" shall include "termination" and vice-versa, and references to the singular shall include the plural and vice-versa, all as the context may require. If Tenant consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such Parties shall not affect the liability of any other party not expressly released in writing. This Lease shall not be construed more strictly against one party than the

other, it being recognized that both Landlord and Tenant have contributed substantially and materially to the preparation of this Lease.

(c) Waiver of Jury Trial. Landlord and Tenant hereby mutually waive any and all rights which either party may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

(d) Choice of Law. This lease shall be governed by Illinois Law.

(e) Brokerage Commission. Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this Lease, except for the Brokers listed in Section 1(s). Landlord shall pay the Broker a commission pursuant to a separate agreement. Each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorneys' fees, with respect to or arising out of any claims made by any real estate broker (other than the Brokers), agent or finder with respect to this lease in breach of the foregoing representation. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

(f) Short Form Lease. Tenant agrees not to record this Lease. However, upon the request of either party, the other party shall join in the execution of a "short form lease" for the purposes of recordation, including such terms of this Lease (other than economic terms) as are typically included in such document. Either party may record such "short form lease" at its own expense.

(g) Submission of Lease. This Lease does not constitute an offer to lease, and Landlord shall not be bound by this Lease until it is executed and unconditionally delivered by both parties.

(h) Tenant Authority. (i) If Tenant is a partnership, each person executing this Lease on behalf of Tenant warrants that Tenant is a validly existing partnership qualified to do business under the laws of the state in which the Shopping Center is located, that such partnership has the full right and authority to enter into this Lease and that no other partners other than those signing this Lease on behalf of Tenant must join in this execution; and (ii) if Tenant is a corporation, each person executing this Lease on behalf of Tenant hereby warrants that (1) Tenant is a duly constituted corporation qualified to do business and in good standing in the state in which the Shopping Center is located; (2) such corporation has the full right and authority to enter into this Lease, and (3) each person signing this Lease on behalf of the Tenant has been duly authorized by the board of directors of Tenant to execute and deliver this Lease on behalf of the corporation and that no other signatures are necessary.

(i) Intentionally deleted.

(j) Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

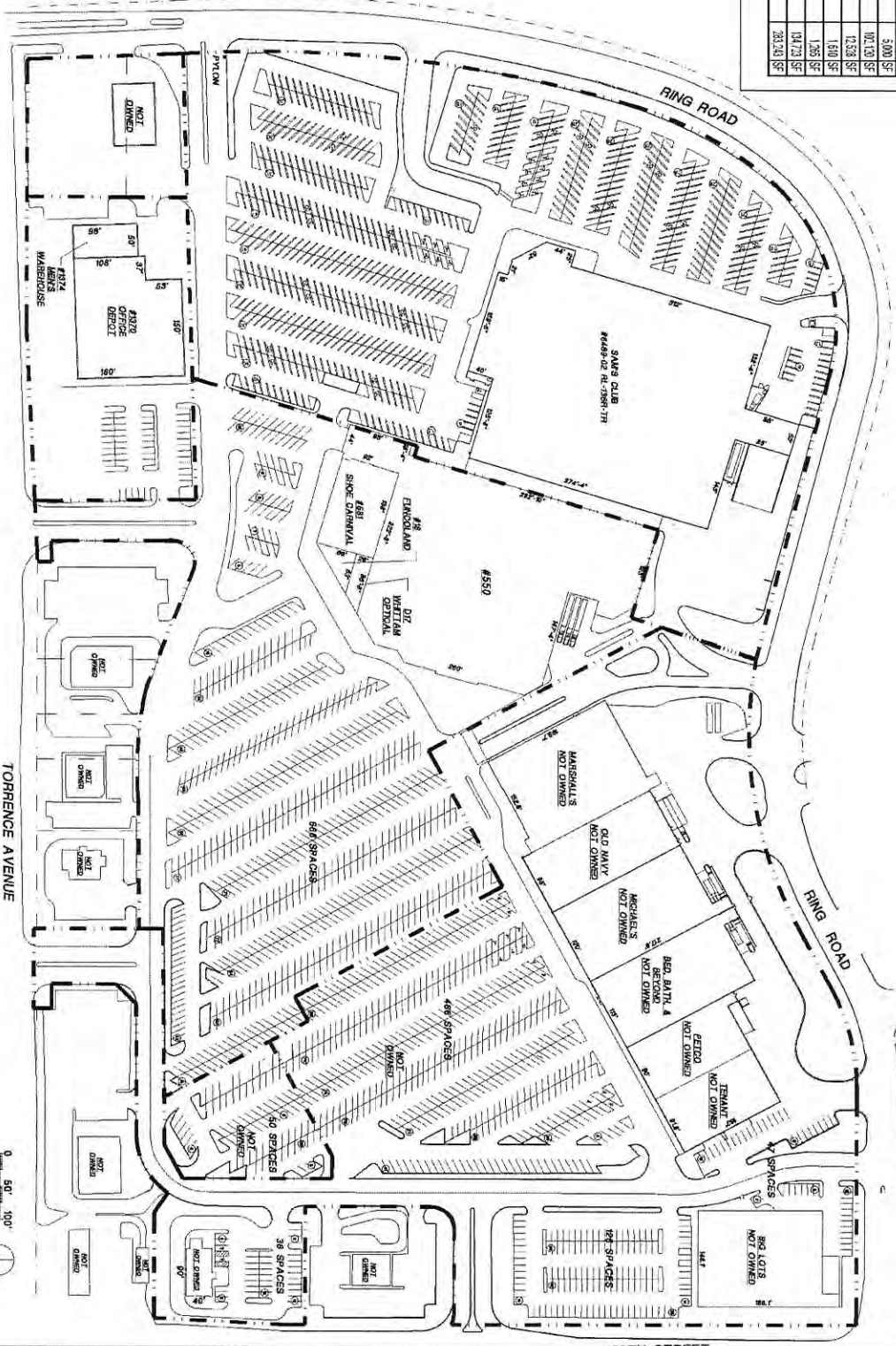
(k) OFAC List. Tenant hereby represents and warrants its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and

the laws administered by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), including, without limitation, Executive Order 13224 (the "Executive Order"). Tenant further represents and warrants (i) that it is not, and it is not owned or controlled by any person or entity on OFAC's List of Specially Designated Nationals and Blocked Persons (the "SDN List"), which, as of the date hereof, may be accessed through the following Internet address: <http://www.treas.gov/offices/enforcement/ofac>; and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. Tenant covenants and agrees to deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion confirming Tenant's compliance with this subsection (k).

[signatures to follow]

EXHIBIT "A"
SITE PLAN

TENANT ROSTER			
#311	130	OFFICE DEPOT #817	3,997 SF
#311	131	WGS WAREHOUSE #487	3,000 SF
#311	150	AVAILABLE	10,130 SF
#311	301	SHOE CHANNEL #714	12,338 SF
#311	301	WHTMAN VISION CENTER	1,910 SF
#311	315	FINCLOLAND #51	1,263 SF
#311	415	SAMS WEST INC #4842	194,723 SF
#311	415	SAMS WEST INC #4842	194,723 SF
TOTAL SQUARE FOOTAGE			323,749 SF



RIVER OAKS WEST MALL
 560-603 RIVER OAKS WEST, CALUMET CITY, IL 12-22-2008

0, 50', 100'
 SCALE IN FEET

EXHIBIT "B"
RULES AND REGULATIONS

Tenant agrees to abide by the following rules and regulations. Any expense incurred by the Landlord or its management company as a result of violation of these rules will be assessed against the Tenant and shall constitute default by Tenant. Tenant shall promptly notify the management of any needed repairs to the Premises.

- (A) The tenant shall comply with all the applicable rules and regulations of the Board of Fire Underwriters, officers or boards of the city, county or state having jurisdiction over the Premises, and with all applicable ordinances and regulations of governmental authorities wherein the Premises are located, at Tenant's sole cost and expense, relating to the Tenant's use and/or occupancy of the Premises.
- (B) Tenant shall keep the Premises lighted during all hours that the Shopping Center is open for business.
- (C) Tenant's operating hours shall not extend beyond the required hours of operation prescribed in the attached lease without prior written consent of Landlord.
- (D) Blinds and drapes are not permitted without the prior written approval of Landlord.
- (E) Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises.
- (F) Tenant and its employees shall park in the rear or other designated employee parking area of the Shopping Center.
- (G) No antennas will be installed on the exterior of the Shopping Center by the Tenant or their agents without the prior written approval of the Landlord. If such antennas are installed without such approval, they shall be removed by Landlord at the Tenant's expense.
- (H) The sidewalks, entrances and other Common Areas of the Shopping Center shall not be obstructed or used for any purpose other than ingress and egress. Sidewalk displays and sales are prohibited without prior written approval of Landlord.
- (I) Tenant shall not enter any normally locked space. High voltages and delicate machinery are present in these spaces. The roof of the building is considered a locked space and entrance to it is not permitted.
- (J) Delivery and/or trade vehicles should be parked in the rear driveway and rear parking areas only when loading or unloading. Any residue deposited on any parking or loading area by a vehicle will be the responsibility of the Tenant, and the Tenant will immediately clean the area.
- (K) Tenant may not place signs of any type on the Premises or its entrance, the common areas or the building and/or parking and loading areas except as permitted within the attached Lease or as approved in writing by Landlord.
- (L) Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.
- (M) Tenant shall not store, maintain or otherwise keep hazardous or combustible liquids or fluids on the property (including the Premises, building or grounds) except for office and cleaning supplies used in the ordinary course of Tenant's business.
- (N) Tenant shall handle all deliveries and refuse through the rear entrance of the Shopping Center.
- (O) The consumption or service of alcoholic beverages on the Premises is expressly prohibited except in connection with a restaurant operation possessing an on-premises alcoholic beverage license.
- (P) Tenant agrees to police the building's exterior common areas with respect to any litter resulting from Tenant's business operations.
- (Q) Tenant will not conduct any activity within the Premises which will create excessive traffic or noise in the building or Shopping Center or burden the parking lot.

(R) Canvassing, soliciting and peddling in the Shopping Center are prohibited.

(S) Should you require the Property Management Department's assistance, their normal office hours are 8:30 a.m. until 5:00 p.m., Monday through Friday except legal holidays. In the event emergency assistance is required outside these hours, please call (614) 445-8461.

The Landlord reserves the right to make changes in these rules from time to time.

SD
Tenant's Initials

EXHIBIT "C"
PROHIBITED USES AND EXISTING TENANT EXCLUSIVES

As used in this Lease, the term "*Prohibited Uses*" shall mean any of the following uses:

- (1) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
- (2) Any operation primarily used as a warehouse or storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (3) Any "second hand" store, "surplus" store;
- (4) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (5) Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);
- (6) Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
- (7) Any central laundry, dry cleaning plant, or laundromat;
- (8) Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
- (9) Any bowling alley or skating rink;
- (10) Any live performance theater, auditorium, meeting hall, bingo parlor, sporting event, municipal recreation center or other entertainment use;
- (11) Any living quarters, sleeping apartments, or lodging rooms;
- (12) Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
- (13) Any mortuary or funeral home;
- (14) Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health club which may otherwise be permitted under this Exhibit "C"];
- (15) Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

- (16) Bar, tavern, or other similar establishment selling alcoholic beverages for on- or off- premises consumption;
- (17) Any catering or banquet hall;
- (18) Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
- (19) Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers;
- (20) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall;
- (21) Any unlawful use;
- (22) Any pawn shop, gun shop, or tattoo parlor;
- (23) Any church or other place of religious worship;
- (24) Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility
- (25) Any carnival, amusement park or circus;
- (26) Any medical clinics or medical offices;
- (27) Any supermarket;
- (28) Any office use, other than office use incidental to the Permitted Use;
- (29) hotel/motel;
- (30) Entertainment Establishments;
- (31) daycare center;
- (32) veterinary office;
- (33) children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's");
- (34) karate center;
- (35) movie theater;
- (36) any restaurant serving meals for on- or off-premises consumption;
- (37) beauty parlor or nail salon; or
- (38) health spa, exercise facility or similar type business.
- (39) Any store primarily selling merchandise which is classed as "odd lot," "close out," "clearance," "discontinued," "cancellation," "second," "factory reject," "sample," "floor model," "demonstrator," "obsolescent," "overstock," "distressed," "bankruptcy," "fire sale" or "Damaged," such as, for example, "Grossman's Bargain Outlet," "Contractor's Warehouse," "Big Lots," "Liquidation World," or "Odd Job".

JLP-RIVER OAKS WEST, LLC
Calumet City, Illinois

Exclusives, Restrictions & Use Provisions
Last updated 5/2/2010*

LOCATION	TENANT	
1370	Office Depot	<p>Exclusive: So long as an office supply store has not ceased to be operating in the Premises in excess of six months, Landlord shall not permit any Occupant of the Shopping Center, other than Tenant, to: (i) use more than 1,500 square feet of floor area (in the aggregate) for the sale, leasing, distribution or display of office supplies, including office furniture, office fixtures, office machines and equipment/electronics, computers, computer hardware, software and accessories, photocopying services, facsimile services, or instant printshop services; or (ii) be primarily engaged in the sale, leasing, distribution or display of any of the items set forth in (i) above. No space or portion of any real property adjacent to or within 500 feet of the Shopping Center which is now or may subsequently be acquired by Landlord shall be hereafter leased or-occupied by or conveyed to any other party for a competing use in violation of the Tenant's exclusive use set forth in this paragraph. Nothing contained herein shall be deemed to prohibit the operation of a Circuit City or Best Buy in the Shopping Center (provided such entity enters into the standard operating agreement normally entered into with Tenant), or a bookstore (such as Barnes & Noble), or a music store (such as Blockbuster Music), provided-however, neither the bookstore nor the music store violates the exclusive granted to Tenant hereunder.</p> <p>Notwithstanding the foregoing, Tenant's exclusive use shall not prevent, in any manner, the operation of a department store occupying at least 70,000 square feet in the Shopping Center (such as JCPenney, Sears, Kohl's or other similar department stores, herein, collectively referred to as a "Department Store"), discount department stores occupying at least 70,000 square feet in the Shopping Center (such as Target, Wal-Mart, or other similar discount department stores, herein, collectively referred to as a "Discount Department Store") or a warehouse club occupying at least 70,000 square feet in the Shopping Center (such as Costco, Sam's Club, BJ's or other similar warehouse clubs, herein, collectively referred to as a "Warehouse Club"). The foregoing Department Store, Discount Department Store or Warehouse Club may sell or display office-supplies and products to the extent consistent with standard national operating practices in such Department Store, Discount Department Store or Warehouse Club, as the case may be provided that such Department Store, Discount Department Store or Warehouse Club shall not become an office supply superstore. In no event shall a Department Store, Discount Department Store or Warehouse Club be permitted to change its use to be an office supply superstore.</p> <p>Restrictions: Landlord shall not sell, lease or otherwise permit any portion of the Shopping Center to be used or occupied for any of the following purposes: a theater; auditorium, meeting hall or other place of assembly; any sports or entertainment</p>

		<p>facility within 400 feet of the Premises, automobile sales or repair; bowling alley, pool hall or skating rink or any business serving alcoholic beverages; funeral parlor; massage parlor; any type of karate, gymnasium health club or physical fitness facility in excess of 3,200 square feet and within 400 feet of the Premises and local carwash; off-track betting establishment; amusement or game room within 200 feet of the Premises; a so-called fleamarket or other operations for the sale of used goods; dance club, discotheque or dance halls; hotel or other lodging facilities; school (including, without limitation, trade school or class sessions of any nature whatsoever) within 200 feet of the Premises; gun range; any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or creates a fire, explosive or other hazard; manufacturing facility; warehousing; adult bookstore or similar store selling or exhibiting pornographic materials as a substantial part of its business.</p> <p>Landlord covenants and agrees that there shall be no restaurants within 200 feet of the Premises.</p> <p>Landlord covenants and agrees that hereafter no portion of the Shopping Center shall be used for offices excepting offices incidental to retail uses and offices providing services to the general public customarily found in similar shopping centers.</p> <p>Landlord covenants and agrees throughout the Term of this lease, as follows; Not to build or otherwise erect any additional buildings or other structures or otherwise alter its plan for development from that shown on Exhibit B., excepting within any area delineated on the Site Plan and specifically labeled as a "Future Building Area" or "Expansion Area" without Tenant's prior written consent, not to be unreasonably withheld, delayed or condition. That Landlord shall not cause or allow the height of any existing building of the Shopping Center to be materially decreased without Tenant's prior written consent, not to be unreasonably withheld, except for HVAC equipment, Tenant storefront signage or antenna, subject to rights currently existing of other tenants.</p> <p>Use/Change of Use: Tenant's initial use of the Premises shall be for the operation of an office supply and products store for any of the following sales and services: office supplies, office furniture and office machines, and other office related equipment; computer hardware, software and related equipment; art, architectural and engineering supplies; photocopy, facsimile, printing and related services.</p>
1374	The Men's Warehouse	<p>Exclusive: Landlord agrees that for so long as Tenant is not in default hereunder beyond any applicable cure, and Tenant is operating from the demised premises for the permitted uses described in this Section, Landlord shall not lease, or knowingly permit the use of or occupancy of any space in the Shopping Center not demised to Tenant for the operation of a retail store specializing in the sale of men's suits, sport coats and slacks. In addition, so long as no tenant default exists and tenant is operating from the demised premises for the permitted uses in this Section, Landlord shall not lease or knowingly permit the use or occupancy of any space in the Shopping Center not demised Tenant for rental of formal wear, accessories, shoes and related items (such rights are collectively "Tenant's Exclusive Rights"). Notwithstanding the foregoing, Tenant's Exclusive Rights shall not apply to the</p>

		<p>rights of tenant under existing leases affecting the Shopping Center as of the date of execution of this Lease.</p> <p>Restrictions: In no event shall Tenant have the right to conduct tenant sales in the common areas of the Shopping Center without the prior written consent of Landlord in each such instance, which consent may be granted or withheld in Landlord's sole discretion.</p> <p>Tenant shall not perform any act or carry-on any practice which may injure the demised premises or be a nuisance or menace to other tenants in the Shopping Center.</p> <p>Use/Change of Use: The demised premises during the term of this Lease shall be occupied for the operating and conducting therein of a retail store offering: (i) the sale of casual, professional and formal clothing, furnishings, accessories, shoes, related items; (ii) tailoring services; (iii) the rental of formalwear, accessories, related items, shoes, and related ancillary uses, and for no other purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delay, but shall be subject to the then existing exclusives and restrictions under the existing leases at the Shopping Center.</p>
581	Shoe Carnival	<p>Exclusive: During the term of this Lease and in order to induce the Tenant enter into this Lease, neither Landlord or its successors and assigns, officers, directors, shareholders, parent, affiliated and subsidiary corporation, or affiliated partners or parties shall directly, or indirectly, use, suffer, permit or consent to the use or occupancy of any part of the Shopping Center of which the Leased Premises are a part, as a retail shoe store selling men's, women's, or children's shoes and related accessories.</p> <p>The foregoing paragraph shall not apply to tenants occupying 3,000 square feet or less or to Value City or Kohl's, or any other tenant or existing lease, unless Landlord recaptures the space occupied by said tenant. However, the foregoing paragraph shall not apply to any tenant selling shoes as an incidental part of their business.</p> <p>Restrictions: Tenant may not use the Leased Premises for any of the prohibited uses stated in Section 15.11 of this Lease.</p> <p>Use/Change of Use: Tenant may use the Premises for storage of inventory, equipment, furnishings and any lawful uses related thereto.</p> <p>Display and sale at retail of men's, women's, and children's footwear and accessories related thereto, including, but not limited to athletic sportswear and apparel.</p> <p>Display and sale of miscellaneous promotional items not to exceed 10% of the Gross Receipts.</p> <p>Sale of merchandise from tables, cards, and other open displays on the sidewalk in front of the Leased Premises not more than four times per year, not to exceed four weeks in duration each. Tenant will use its best efforts to ensure reasonable passage of pedestrian traffic on the sidewalk in front of the Leased Premises.</p>
D17	Whittam Vision Center	<p>Exclusive: None</p> <p>Restrictions: Tenant shall use the Premises for the purposes specified in Article 1 (and Tenant shall use the Premises for all the purposes specified herein) and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including, without limitation the Rules attached as Rider One hereto. Tenant shall comply with all laws relating to the Premises and Tenant's use</p>

		<p>thereof, including, without limitation, Laws requiring the Premises to be closed on Sundays or any other days or hours, health, safety and building codes, and any permit or license requirements.</p> <p>Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Center or Premises.</p> <p>Tenant shall not place or maintain any permanent or temporary fixture or item or display any merchandise: (i) outside the Premises, or (ii) anywhere inside the Premises within 6 feet of any entrance to the Premises (except that for any recessed entry of the Premises, Tenant shall not so place or maintain fixtures within 3 feet of such entrance). All displays of merchandise shall be tasteful and professional.</p> <p>Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacturer, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liqueurs, or (ii) install, operate or use any video, electronic or pinball game machine, or any games or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay toilets, scales, and amusement devices.</p> <p>Tenant shall use, or permit any other party to use on the Premises for any distress, fire, bankruptcy, closeout, "lost our lease" or going out of business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This provision shall also apply to Tenant's creditors.</p> <p>Use/Change of Use: An optical eye examination office for the retail sale of eyeglasses and related products and services, so long as such related products and services are sold in 10% or less of rental area in the Premises.</p>
D18	Funcoland	<p>Exclusive: None</p> <p>Restrictions: Tenant covenants and agrees with Landlord that it will abide by the Rules and Regulations in Article 30 of the Lease.</p> <p>Use/Change of Use: Tenant shall be permitted to use the Premises for the purpose of the sale at retail of video games, video game related hardware and accessories, pre-owned video game hardware and software, entertainment related books, magazines, other periodicals, related supplies, peripherals, accessories, related gift items [including, but not limited to, action figures, toys, trading cards and other items which have a "tie in" with item sold.] Plus other items customarily sold in entertainment software/video stores including video software, video games, DVDs; and any other similar and related items to the above and technological evolutions thereof, other movie formats, and games and items incidental thereto.</p>
GLease	Sam's West	<p>Exclusive: No space or portion of the Shopping Center in LL's control shall be lease or occupied by or conveyed to any other party for use as (i) facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a pharmacy, (iv) a discount department store or other discount store, as such terms are defined below, (v) a variety, general or "dollar" store, (vi) a grocery store or supermarket as such</p>

		<p>terms are defined below, or (vii) as any combination of the foregoing uses. "Grocery store" and "supermarket" as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen, or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Sam's. Notwithstanding anything contained herein this paragraph shall not apply to Retail Ventures, Inc., Filene's Basement, DSW, American Signature, Inc. or any of their affiliates.</p> <p>Restrictions: As set forth in Exhibit D and no cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages (except incidental to a sit down restaurant) shall occupy space within the Shopping Center without the prior written consent of Sam's not to be unreasonably withheld.</p> <p>Use/Change of Use: The Premises may be used for any lawful retail or wholesale purpose. Lessee shall have no obligation to make improvements to the Premises, nor shall Lessee have any obligation to do business at the Premises, and once Lessee has commenced doing business at the Premises, Lessee shall have no obligation to continue doing so. The terms of this Section are expressly subject to those of Section 7.</p>
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*This list is subject to any existing documents of record.

EXHIBIT "D"
SIGN CRITERIA

Landlord shall permit Tenant to use the pylon signage previously occupied by Value City Department Stores. All other signage must be approved by Landlord.

EXHIBIT "E"
LANDLORD'S WORK

The Premises will be delivered in "As-Is" condition, provided that Landlord shall remove previous tenant's (a) sign and (b) fixtures after Tenant's final review and approval. Landlord shall deliver the Premises in broom clean condition.

EXHIBIT "F"
TENANT'S WORK

Any and all work necessary except for what is provided on Exhibit "E" for Tenant to open and operate its business.

EXHIBIT "G"
DELIVERY DATE CERTIFICATION

SHOPPING CENTER: River Oaks West Mall
Calumet City, IL

LANDLORD: _____

TENANT: _____

LEASE: Dated: _____
Premises: _____

The above named Landlord and Tenant each certify to the other that the following information concerning the above Lease is accurate as of the date hereof:

- 1. Initial Term: _____
- 2. Delivery Date: _____
- 3. Rent Commencement Date: _____

Tenant hereby accepts the Premises in its "AS-IS" condition (other than the correction and completion of the Punch List Items, as provided in the Lease) and acknowledges that Landlord's Work (as defined in the Lease) is completed.

TENANT:

By: _____ Date: _____

Name: _____

Title: _____

LANDLORD:

By: _____ Date: _____

Name: _____

Title: _____

EXHIBIT "H"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of the ____ day of _____, 200_, by SW Group, LLC, a New York limited liability company (individually the "Guarantor"), to JLP-River Oaks West LLC, an Ohio limited liability company (the "Landlord").

In consideration of and to induce the execution and delivery of that certain lease dated _____ 2010 (the "Lease") between Landlord and SW Cal City, LLC (the "Tenant") for a certain premises (the "Premises") as more particularly described in the Lease, Guarantor hereby agrees as follows:

1. For the first five (5) years of the Lease ("Guaranty Period"), Guarantor unconditionally guarantees to Landlord the full and punctual payment of all rents and other sums payable by Tenant under the Lease, and the full and punctual performance and observance of all terms, covenants and conditions on the part of Tenant to be performed and observed under the Lease (collectively the "Tenant Obligations"). Guarantor further agrees to indemnify and hold Landlord harmless from any loss, liability, damage or expense (including reasonable attorney's fees) arising from the failure of Tenant to perform any of the Tenant Obligations and/or the enforcement of this Guaranty. Upon Tenant's default under the Lease, Guarantor shall pay or perform the Tenant Obligations so in default, as applicable. For a rolling six months after the Guaranty Period, Grantor shall guaranty Tenant's obligation to pay Rent only for such six month period (the "Rent Obligations").

2. Landlord shall not be required to pursue any remedies that it may have against Tenant or pursue other security or other parties as a condition to the enforcement of this Guaranty, it being intended that Guarantor's obligations hereunder shall be independent of, and in addition to, the Tenant Obligations and Rent Obligations. It is understood and agreed that Guarantor may be joined in any action against Tenant and that recovery may be had against Guarantor in such action, or in any independent action against Guarantor, without Landlord pursuing or exhausting any remedy or claim against Tenant. This Guaranty shall not in any way be affected or impaired by reason of Landlord asserting against Tenant any rights or remedies reserved to the Landlord pursuant to the Lease, or available at law or in equity.

3. Guarantor waives notice of any breach or default by Tenant under the Lease, notice of acceptance of this Guaranty, and all suretyship defenses generally. The foregoing provisions shall apply without limitation to Landlord's waiver of or failure to enforce any Tenant Obligations and Rent Obligations and/or Landlord's granting extensions of time of performance to Tenant.

4. This Guaranty shall be absolute and continuing. The obligations and liability of Guarantor shall not be discharged, released, affected or impaired by:

- (a) Bankruptcy, insolvency, reorganization, liquidation, dissolution, winding up or other proceedings affecting Tenant, or the disaffirmance or rejection of the Lease in such proceedings, regardless of whether any or all of the foregoing is or are done or made with or without the consent of Guarantor or Landlord; or
- (b) Any modification, amendment or other alterations of the Lease; any renewal or extension of the Lease; any assignment of the Lease of any sublease; or any sublease of all or a portion of the Premises; and Guarantor consents to any and all of the foregoing; or
- (c) The cessation from any cause whatsoever of the liability of Tenant under the Lease.

The obligations and liability of Guarantor under this Guaranty shall continue in effect until all Tenant Obligations and Rent Obligations thereafter accruing during the Guaranty Period are discharged.

5. Until all Tenant Obligations and Rent Obligations are fully satisfied and discharged, Guarantor (a) shall have no right of subrogation against Tenant by reason of Guarantor's performance hereunder, (b) waives any right to enforce any remedy which Guarantor has or may hereafter have against Tenant by reason of Guarantor's performance hereunder, and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by or owed to Guarantor to the Tenant Obligations.

6. Intentionally deleted.

7. This Guaranty may not be modified, discharged or terminated except by an agreement in writing signed by Guarantor and Landlord.

8. This Guaranty shall bind Guarantor and the heirs, personal representatives, successors and assigns of Guarantor. This Guaranty may be freely assigned, transferred or hypothecated by Landlord and shall run in favor and inure to the benefit of the Landlord, its successors and assigns, and each subsequent holder of Landlord's interest under the Lease. References to the term "Tenant" shall be deemed to include Tenant's heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed and construed in accordance with the law of the state in Illinois. Guarantor agrees to be subject to action brought in such state, and to waive any objection to personal jurisdiction in such action. Guarantor waives all rights to a trial by jury in any action related to this Guaranty.

10. If Guarantor is a corporation or limited liability company or similar entity, Guarantor represents and warrants that it has the legal right and capacity to execute this Guaranty, and each person executing this Guaranty on behalf of Guarantor covenants and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of the corporation, limited liability company, or similar entity. If Guarantor is an individual, Guarantor represents and warrants that he has the legal right and capacity to execute this Guaranty.

11. If there are multiple Guarantors, the obligations of each Guarantor shall be joint and several. The release of any one or more Guarantors shall not affect the liability of any remaining Guarantor not expressly released in writing.

WITNESS the following signature(s) as of the day and year first above written.

GUARANTOR:

SW Group, LLC

By: _____
Name: SAM DUSKEY
Title: PRES

NY\50892810.10

Attone 21

FIRST AMENDMENT TO LEASE AGREEMENT

On this date, July 16, 2014, Landlord, El Centro Mall, Ltd., successor to JLP-River Oaks West, LLC, and Tenant, SW Cal City LLC, wish to amend the Lease dated March 23, 2011, as amended by Letter Agreement dated September 20, 2012, for the Premises commonly known as 550 River Oaks West, Calumet City, Illinois 60409, in the River Oaks West Shopping Center in Calumet City, Illinois as follows:

1. **BASE RENT:** Base Rent as defined in Section 1(j) of the Lease Agreement shall be modified as follows:
 - a) June 1, 2014-May 31, 2016: \$33,333.33 per month Gross (\$400,000.00 Gross per annum) or 6% of sales over natural breakpoint, whichever amount is higher.
 - b) June 1, 2016-May 31, 2019: \$25,000.00 per month Gross (\$300,000.00 Gross per annum) or 6% of sales over natural breakpoint, whichever amount is higher.
 - c) There will be no other rent or occupancy charges during the Initial Term.
2. **DEMISED PREMISES:** Landlord has the right to recapture 27,000 square feet of the Premises as highlighted in Exhibit "A", attached hereto with no decrease in rent.
3. Landlord has the right to rent to other variety and/or discount stores.
4. The Initial Term ends May 31, 2019

All other terms and conditions shall remain the same.

WITNESS the following signatures:

LANDLORD:

El Centro Mall, Ltd., a Texas limited partnership
By: Spigel Properties, Inc., general partner

By: 
STANLEY SPIGEL, President

TENANT:

SW Cal City LLC, an Illinois limited liability company

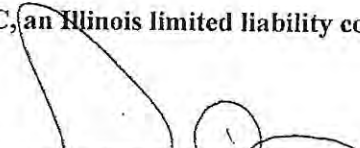
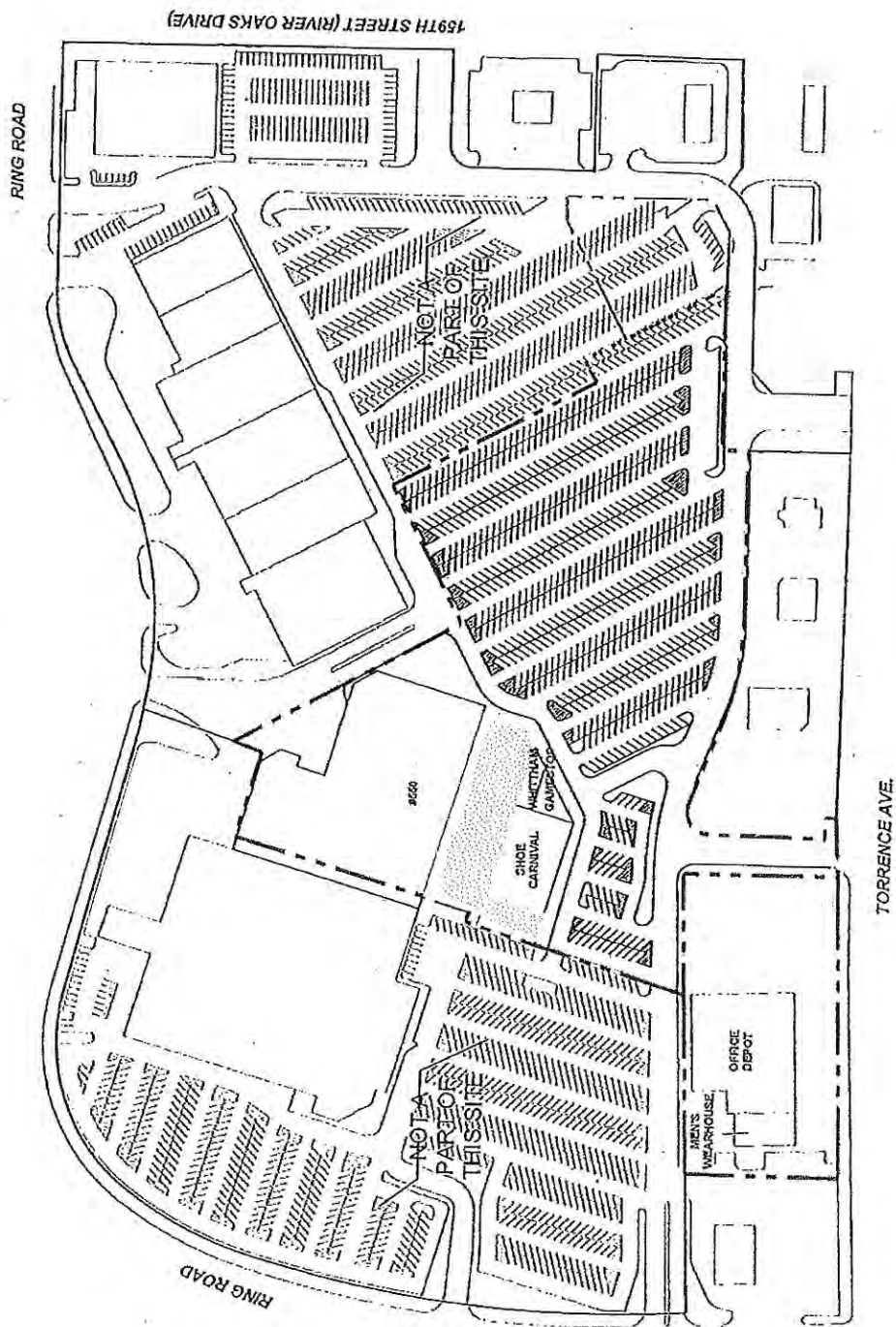
By: 
SAM DUSHEY, President

EXHIBIT "A"



Second Amendment to Lease

This Second Amendment to Lease ("Amendment") made as of this 24th day of January, 2019 ("Effective Date"), between **RIVER OAKS WEST I, LLC**, a Texas limited liability company ("Landlord"), and **SW Cal City, LLC**, ("Tenant"), which terms Landlord and Tenant shall include, where the contract admits or requires, singular or plural and the heirs, legal representatives, successors, and assigns of the respective parties.

WHEREAS, Landlord and Tenant entered into that certain Lease dated March 23, 2011, as amended by Letter Agreement dated September 20, 2012 and the First Amendment to Lease Agreement dated July 16, 2014 for the space known as 550 River Oaks West, Calumet City, Illinois 60409 consisting of approximately 99,549 square feet (the "Premises") and located in the River Oaks West Shopping Center in Calumet, Illinois; and

WHEREAS, Landlord and Tenant now desire to further amend and modify certain terms and provisions of the Lease by entering into this Amendment.

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to amend and modify the Lease as follows:

1. **Term.** The Term, as defined in Section 2 of the Lease, is extended to expire on May 31, 2024.
2. **Base Rent and Percentage Rent.** Beginning June 1, 2019, Base Rent and Percentage Rent shall be paid per the following:

Base Rent: \$21,666.00 per month Gross (\$260,000 per annum).

Percentage Rent: 8% of sales in excess of \$3,250,000 per Lease Year payable annually within 30 days following the end of each Lease Year. The First Lease Year is defined as a twelve-month period beginning June 1, 2019 and ending May 31, 2020.

3. **Confidentiality.** Tenant agrees to keep the contents of the Lease and any Amendment confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party for any reason, excepting only attorneys or accountants representing or assisting Tenant to the extent required in conjunction with proper performance of their duties, without the prior written consent of Landlord.
4. **Time.** Time is of the essence of this Amendment.
5. **Whole Agreement.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representatives or agreements. As amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

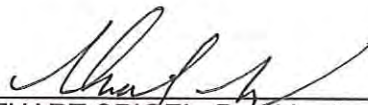
6. **No offer.** This Amendment shall not be binding until executed and delivered by both parties.

All other terms, conditions and provisions of the Lease that are not specifically modified by this Amendment shall remain in full force and effect. Tenant hereby acknowledges that as of the date hereof, Tenant has no claims arising under the Lease against Landlord, its agents or beneficiaries, or any one or more of the foregoing, and that Tenant knows of no default or failure on the part of Landlord to keep or perform any covenant, condition or undertaking to be kept or performed by Landlord under the Lease.

COUNTERPARTS/FACSIMILE/ELECTRONIC. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. Transmittal of an executed copy of this Amendment by electronic signature, email or by facsimile transmission shall have the same effect as if it were an original signature and shall bind the party executing and returning such counterpart, provided Landlord may request an original signed Amendment at its sole discretion.

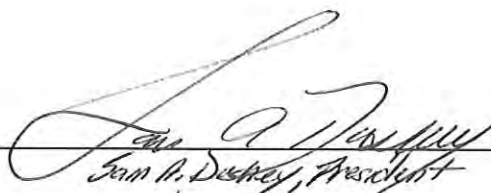
Landlord and Tenant have executed this Amendment as of the date set forth below.

LANDLORD: **RIVER OAKS WEST I, LLC, a Texas limited liability company**

By:  _____
STUART SPIGEL, President

Date: 1-28-19

TENANT:

By:  _____
Jan A. DeKey, President

Date: 1/25/2019

TAX DEED – SCAVENGER SALE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

No: 06826 Y

Case Number: 2021COTD000206

Preparer's Information (Name & Address):

Joel Knosher
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, Illinois 60603



Doc# 2326945037 Fee \$88.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 09/26/2023 12:19 PM PG: 1 OF 5

TAX DEED PURSUANT TO §35 ILCS 200/21-260(c). COLLECTOR'S SCAVENGER SALE

At a PUBLIC SALE OF REAL ESTATE for the NON-PAYMENT OF TAXES for THREE OR MORE YEARS, pursuant to §35 ILCS 200/21-260, held in Cook County on July 17, 2019, the County Collector sold the real property identified by the Property Identification Number of: 29-24-200-089-0000 with the ATTACHED Legal Description, and Commonly Referred to Address of: 500 River Oaks Drive, Calumet City, Illinois 60409. And the real property not having been redeemed from the sale, and it appearing that the holder of the Certificate of Purchase of said real property has complied with the laws of the State of Illinois, necessary to entitle her, him or it, to a Deed of said real property, as found and ordered by the Circuit Court of Cook County in Case Number: 2021COTD000206;

Furthermore, I, KAREN A. YARBROUGH, County Clerk of the County of Cook, in the State of Illinois, with an office located at 118 N. Clark Street, Rm 434, in Chicago, Illinois 60602, in consideration of the premises and by virtue of the compiled statutes of the State of Illinois in such cases provided, grant and convey to the GRANTEE: COUNTY OF COOK D/B/A COOK COUNTY LAND BANK AUTHORITY, with a true post office address and residence of: 69 West Washington Street, Floor 31, Chicago, Illinois 60602 and to his, hers, its of their heirs, successors and assigns, FOREVER, the above-referenced real estate, as described.

Finally, the following provision of the Compiled Statutes of the State of Illinois, §35 ILCS 200/22-85, is recited, as required by law:

“Unless the holder of the certificate purchased at any tax sale under this Code takes out the deed in the time provided by law, and records the same within one year from and after the time for redemption expires, the certificate or deed, and the sale on which it is based, shall, after the expiration of the one year period, be absolutely void with no right to reimbursement. If the holder of the certificate is prevented from obtaining a deed by injunction or order of any court, or by the refusal or inability for any court to act upon the application for a tax deed, or by the refusal of the clerk to execute the same deed, the time he or she is so prevented shall be excluded from computation of the one year period.”

Given under my hand and seal, this 21st day of June, in the year 2023

OFFICIAL SEAL OF COOK COUNTY:

KAREN A. YARBROUGH, COOK COUNTY CLERK

Clerk of Cook County

REAL ESTATE TRANSFER TAX

Calumet City • City of Homes \$ 65764 9/11/23 mm

REAL ESTATE TRANSFER TAX

19-Sep-2023



COUNTY: 0.00
ILLINOIS: 0.00
TOTAL: 0.00

29-24-200-089-0000 | 20230901617784 | 0-188-734-928

THREE YEAR DELINQUENT SALE **DEED**

**KAREN A. YARBROUGH – COUNTY CLERK OF COOK COUNTY,
ILLINOIS**

**LEGAL DESCRIPTION FOR PROPERTY (OR ATTACHED IF MORE SPACE
NEEDED):**

PARCEL 1:

LOT 10 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTHERNMOST POINT OF LOT 10; THENCE SOUTH 61 DEGREES 37 MINUTES 08 SECONDS WEST 244.84 FEET ALONG THE NORTHERLY LINE OF LOT 10 TO A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 61 DEGREES 37 MINUTES 08 SECONDS WEST 356.00 FEET TO A CORNER OF LOT 10; THENCE SOUTH 28 DEGREES 22 MINUTES 52 SECONDS EAST 42.00 FEET; THENCE NORTH 61 DEGREES 37 MINUTES 08 SECONDS EAST 356.00 FEET; THENCE NORTH 29 DEGREES 22 MINUTES 52 SECONDS WEST 42.00 FEET TO THE PLACE OF BEGINNING), IN VENTURE URBAN SUBDIVISION, A RESUBDIVISION OF LOT 3 (EXCEPTING THEREFROM THAT PART TAKEN FOR ADDITIONAL RIGHT OF WAY FOR 159TH STREET IN CASE NUMBER 80L10516 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS) AND LOT 4 IN RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 10 IN VENTURE URBAN SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND ALSO LOT 4 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2 IN PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1981, AS DOCUMENT NUMBER 25944971, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 10 AND THE SOUTHEAST EXTENSION THEREOF, 196.74 FEET TO A POINT ON THE NORTHEAST EXTENSION OF THE NORTHWEST WALL OF A BLOCK BUILDING; THENCE SOUTH 16 DEGREES 33 MINUTES 58 SECONDS WEST, ALONG SAID EXTENSION AND WALL, 139.91 FEET TO A SEAM BETWEEN TWO BUILDINGS; THENCE SOUTH 73 DEGREES 06 MINUTES 54 SECONDS EAST, ALONG SAID SEAM AND ALONG A SOUTHWEST WALL OF A BLOCK BUILDING, 383.96 FEET; THENCE SOUTH 16 DEGREES 53 MINUTES 06 SECONDS WEST, PERPENDICULAR TO SAID WALL, 16.04 FEET TO A POINT ON THE NORTHWEST EXTENSION OF A SOUTHWEST WALL THAT IS 9.00 FEET (MEASURED ALONG SAID EXTENSION) NORTHWEST OF A CORNER OF SAID BUILDING; THENCE SOUTH 73 DEGREES 20 MINUTES 13 SECONDS EAST, ALONG SAID WALL AND THE NORTHWEST AND

SOUTHEAST EXTENSIONS THEREOF, 353.28 FEET TO AN EAST LINE OF SAID LOT 10; THENCE SOUTH 1 DEGREE 37 MINUTES 05 SECONDS EAST, ALONG SAID EAST LINE, 498.75 FEET TO A CORNER OF SAID LOT 10; THENCE NORTHERLY AND WESTERLY, ALONG THE PERIMETER OF SAID LOT 10 FOR THE FOLLOWING SIX COURSES: SOUTH 87 DEGREES 11 MINUTES, 34 SECONDS WEST 67.92 FEET; NORTHWESTERLY, ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1714.53 FEET AND A 615.26 FOOT CHORD BEARING NORTH 82 DEGREES 28 MINUTES 15 SECONDS WEST, AN ARC DISTANCE OF 618.61 FEET; NORTHWESTERLY, ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 606.98 FEET AND A 223.08 FOOT CHORD BEARING NORTH 61 DEGREES WEST, AN ARC DISTANCE OF 224.35 FEET; NORTHWESTERLY, ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 294.86 FEET AND A 319.35 FOOT CHORD BEARING NORTH 18 DEGREES 09 MINUTES 55 SECONDS WEST, AN ARC DISTANCE OF 337.47 FEET; NORTH 14 DEGREES 37 MINUTES 08 SECONDS EAST 400.61 FEET; AND NORTHEASTERLY, ALONG A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 640.00 FEET AND 51.42 FOOT CHORD BEARING NORTH 12 DEGREES 18 MINUTES 59 SECONDS

PARCEL 2:

RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR THE USE, FOR INGRESS AND EGRESS, PARKING AND FOR UTILITY AND MAINTENANCE PURPOSES, IN, ON, OVER, UPON AND UNDER PORTIONS OF LOT 9 IN VENTURE URBAN SUBDIVISION AS DESCRIBED AND CREATED AND GRANTED IN AND BY THAT CERTAIN CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT DATED AUGUST 20, 1973 BY AND BETWEEN THE MAY DEPARTMENT STORES COMPANY AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1964 AND KNOWN AS TRUST NUMBER 21073 RECORDED AUGUST 30, 1973 AND DOCUMENT 22460033 AND AS AMENDED BY DOCUMENT NUMBER 25948606 AND AS FURTHER AMENDED BY DOCUMENT NUMBER 27499192 AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

TAX DEED NUMBER:

No. 06826 Y

MAIL FUTURE TAX BILLS TO:

CCLBA
69 W. Washington Street, Floor 31
Chicago, Illinois 60602

EXEMPTION LANGUAGE:

The foregoing Tax Deed is issued pursuant to §35 ILCS 200/21-260(e). Collector's Scavenger Sale is EXEMPT from all Real Estate Transfer Taxes pursuant to the Illinois Real Estate Transfer Tax Law §35 ILCS 200/31-45, subparagraph F, and Cook County Ordinance §93-0-27, paragraph F. Please sign and date below to attest to this claim on behalf of the submitter of the foregoing conveyance instrument.

Caitlyn Sharaw
Printed Name

[Signature]
Signature

8/15/2023
Date Signed

PLEASE AFFIX MUNICIPAL TRANSFER STAMPS BELOW AS NECESSARY OR ATTACHED AS A SEPARATE PAGE

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE
AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: Aug | 14 | 2023

SIGNATURE: 
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

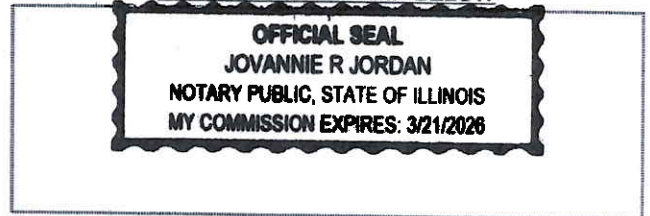
Subscribed and sworn to before me, Name of Notary Public:

By the said (Name of Grantor): Karen A. Yarbrough

On this date of: 14th | Aug. | 2023

NOTARY SIGNATURE: 

AFFIX NOTARY STAMP BELOW



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 08 | 15 | 2023

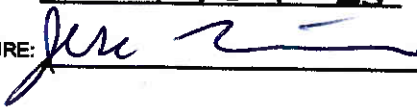
SIGNATURE: 
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public:

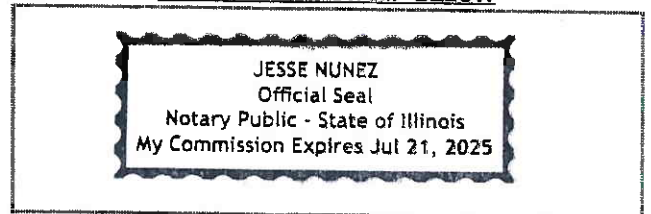
By the said (Name of Grantee): Caitlyn Sharrow

On this date of: 08 | 15 | 2023

NOTARY SIGNATURE: 

Jesse Nunez

AFFIX NOTARY STAMP BELOW



CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)