

**Date:** 01/08/06  
**Prepared By:** J.J. Smith  
**Tenant:** Retailers, Inc., successor in interest to The Retailing Corporation  
**Trade Name:** Specialty Store

**Documents Reviewed**

<u>Document Name</u>	Date	Executed
Shopping Center Lease	01/28/87	✓
[First Amendment to Lease] - <b>Missing</b>	08/01/87	
Second Amendment to Lease	01/03/97	✓
Third Amendment to Lease	10/12/98	✓
Fourth Extension and Amendment of Lease Agreement	10/04/04	✓

I. Basic Data	Description	Cite
<b>A. Suite or Store No.</b>	945	1/§1
<b>B. Area (SF):</b>	6,670 (But deemed to be 3,500 for purposes of computing T's pro rata share)	1/§1; 1/§6 4 <sup>th</sup> Am
<b>C. Term:</b>	06/01/87 (Approx.) – 12/31/07	1/§1; 1/§3 4 <sup>th</sup> Am
<b>D. Renewal Options Remaining:</b>	Two 5-Year options with 180 days notice.	1/§3
<b>E. Guarantor:</b>	None	

II.	Rent	Description	Cite																														
A.	<b>Basic Rent:</b>		1/§4 4 <sup>th</sup> Am																														
		<table border="1"> <thead> <tr> <th>From</th> <th>To</th> <th>SF</th> <th>Annual</th> <th>Monthly</th> <th>Per SF</th> </tr> </thead> <tbody> <tr> <td>6/1/04</td> <td>12/31/07</td> <td>6,670</td> <td>\$153,410.04</td> <td>\$12,784.17</td> <td>\$23.00</td> </tr> <tr> <td colspan="6">Options</td> </tr> <tr> <td>1/1/08</td> <td>12/31/13</td> <td>6,670</td> <td>\$160,080.00</td> <td>\$13,340.00</td> <td>\$24.00</td> </tr> <tr> <td>1/1/14</td> <td>12/31/18</td> <td>6,670</td> <td>\$173,420.00</td> <td>\$14,451.00</td> <td>\$26.00</td> </tr> </tbody> </table>	From	To	SF	Annual	Monthly	Per SF	6/1/04	12/31/07	6,670	\$153,410.04	\$12,784.17	\$23.00	Options						1/1/08	12/31/13	6,670	\$160,080.00	\$13,340.00	\$24.00	1/1/14	12/31/18	6,670	\$173,420.00	\$14,451.00	\$26.00	
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B.	<b>Free Rent/Concessions:</b>	None																															
C.	<b>Percentage Rent</b>	4% over natural breakpoint	1/§5 4 <sup>th</sup> Am																														
D.	<b>Other Rent:</b>	Premises' HVAC: As billed by L based on L's equitable allocation of costs. Premises' Utilities: As billed by L, if provided by L.	6-7A/§7																														

III.	Pass-Throughs	Description	Cite
A.	<b>Operating Costs:</b>	T pays L its pro rata share [Note: "B. Area (SF)" section above] of all costs incurred by L in connection with the administration, operation, maintenance and repair of the Common Areas. T's pro rata share is T's GLA (3,500sf)/Center's open and operating GLA, less the GLA of department stores, theatre tenants and tenants without an entrance from the enclosed Mall, grossed up to 90%.	7-8A/§8
B.	<b>Real Estate Taxes:</b>	T pays L its pro rata share [Note: "B. Area (SF)" section above] outside of CAM. T's pro rata share is T's GLA (3,500sf)/Center's open and operating GLA, less the GLA of separately assessed tenants in the Center, grossed up to 90%.	5/§6
C.	<b>Insurance:</b>	Included in CAM	7/§8; 10/§17
D.	<b>Admin/Mgt Fee:</b>	Admin Fee: 15% of CAM	7/§8
E.	<b>Utilities:</b>	Included in CAM	7/§8
F.	<b>Marketing/Promo</b>	Provided 80% of other tenants are also obligated, T paid at LCD \$8,587.50/yr, increased annually by CPI, capped at 10%.	2/§1; 15 and 15B/§24

IV. Special Clauses	Description	Cite
<b>A. Termination Rights</b>	If L gives notice to T of its intent to relocate T in conjunction with an expansion or renovation of the Center and T does not consent to the proposed relocation, then the Lease shall terminate and L must reimburse T for any unamortized costs of improvements to the Premises.	I-1A/§1
<b>B. Co-Tenancy</b>	If < 2 department stores and < 50% of other retail tenants are not open and operating, then T may cease operating but continue to pay Minimum Rent and other charges due under the Lease until the Co-Tenancy failure is cured. L may recapture the Premises by giving T 30 days notice to terminate. If T does not re-open during the 30-day notice period, then the Lease shall terminate.	4-4A/§4
<b>C. Go-Dark Provisions</b>	(See “Co-Tenancy”, above)	
<b>D. Right to Purchase</b>	None	
<b>E. TI Allowances:</b>	None	
<b>F. Other:</b>	First Amendment to Lease dated 08/01/87 was not provided.	